

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00015
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Bee Busy Wellness Center** ("Grantee" or "Contractor"), having its principal office at 8785 West Bellfort Ave, Houston, TX 77031 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation
Attachment B -- Contractor's revised Program Forms
Attachment C -- Contractor's revised Budget Documents

Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to **1,100** Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed **\$207,409** for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512)776-3561

Grantee

Bee Busy Wellness Center
Address: 8785 West Bellfort Ave
Houston, TX 77031
Attention: Norman Mitchell
Email: n.mitchell@mybbwc.org
Phone: (713)771-2292

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel – Karen Ray

Grantee

Grantee Bee Busy Wellness Center
Address 8785 West Bellfort St
City, State ZIP Houston, TX 77031-2403
Attention: *Norman Mitchell

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY

GRANTEE

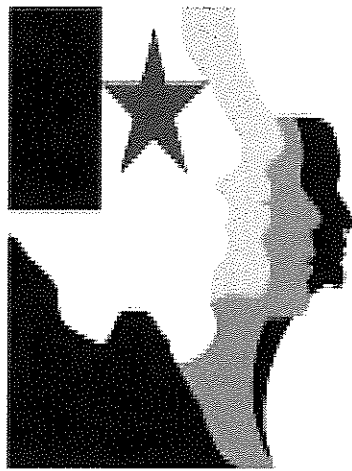
Name: Lesley French
Title: Associate Commissioner
Date of execution: 08/02/2016 -Grantee


Name: Norman Mitchell
Title: CEO
Date of execution: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

- ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION
- ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS
- ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS
- ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION
- ATTACHMENT E – UNIFORM TERMS AND CONDITIONS
- ATTACHMENT F – SPECIAL CONDITIONS
- ATTACHMENT G – GENERAL AFFIRMATIONS
- ATTACHMENT H – FEDERAL ASSURANCES AND CERTIFICATIONS
- ATTACHMENT I – DATA USE AGREEMENT

**Attachment A – Healthy Texas Women
Open Enrollment
Solicitation**



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	Lizet Alaniz, CTPM
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	(512) 406-406-2423
Fax:	(512) 406-406-2695
Email Address:	lizet.alaniz@hhsc.state.tx.us

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

The remainder of this page is intentionally left blank.

2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

**Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerPi

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

TERM	DEFINITION
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

PROGRAMMATIC ACRONYMS	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

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PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Application Table and Contents and Checklist	<input type="checkbox"/>	
B	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
C	Contact Person Information	<input type="checkbox"/>	
D	DELETED	<input type="checkbox"/>	
E	DELETED	<input type="checkbox"/>	
F	Budget Summary and Details	<input type="checkbox"/>	
G	Applicant Background	<input type="checkbox"/>	
H	Funding Request and Performance Measures	<input type="checkbox"/>	
I	Work Plan	<input type="checkbox"/>	
J	Assessment Narrative	<input type="checkbox"/>	
K	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
K-1	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
L	Staff Development Plan	<input type="checkbox"/>	
L-1	Staff Development Training Calendar	<input type="checkbox"/>	
M	Community Education/Program Promotion Plan	<input type="checkbox"/>	
M-1	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures; and</u> • <u>Information Security and Privacy Initial Inquiry (SPI)</u> <u>http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</u>	<input type="checkbox"/>	

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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name
of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Applicant: _____

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Projected Number of Clinical Clients to be Served:	
--	--

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
 - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:**

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN

**Program Component A
Program Administration and Management**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component C
Professional Development**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

**Program Component D
Recruitment**

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM I: WORK PLAN

Program Component E LARC Usage

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name
of Applicant: _____

Clinic Site # _____ of _____

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Applicant: _____

Clinic Site # _____ of _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

Clinic Name:			
Street Address:		Suite :	
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name
of Applicant: _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable
Procedure Codes**

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Anesthesia for sterilization		
	00851	
Surgery - Integumentary system		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
Surgery - Female genital system		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
Radiology - Diagnostic imaging		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
Radiology - Diagnostic ultrasound		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
Pathology & Lab - Organ or disease oriented panels		
	80061	18.83
Pathology & Lab - Drug testing		
	80300	12.36
	80301	12.36
Pathology & Lab - Urinalysis		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
Pathology & Lab - Cytopathology		
	88150	14.86
	88164	14.86
	88175	37.25
Medicine - Immunization administration		
	90460	8.00
	90471	7.84
Medicine - Vaccines/toxoids		
	90649	158.07
	90650	138.14
	90651	175.03
Medicine - Hydration, diagnostic injections/infusions, chemo		
	96372	18.98
Medical nutrition therapy		
	97802	26.73
	97803	22.99
	97804	12.03
Medicine - Special services, procedures, and reports		
	99000	9.30
	99078	29.40
Behavioral change interventions, individual		
	99406	11.18
	99407	21.82
HCPCS A Codes - Supplies		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
HCPCS H Codes - Rehabilitative services		
	H1010	12.30

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
HCPCS J Codes - Drugs other than oral		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
HCPSC S Codes - Private payer codes		
	S4993	19.42
	S5000	5.90
Office or Other Outpatient Services		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
Evaluation and Management		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
Preventive Medicine		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Breast Cancer Screening and Diagnostics		
Anesthesia		
	00400	
Surgery - General		
	10022	90.21
Surgery - Integumentary system		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
Radiology - Diagnostic imaging		
	71010	22.05
	71020	28.74
	76098	17.04
Radiology - Diagnostic ultrasound		
	76641	91.69
	76642	84.20
	76942	163.86
Radiology - Breast mammography		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Surgical pathology		
	88305	54.53

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Cervical Cancer Screening and Diagnostics		
Anesthesia		
	00940	18.42
Surgery - Female genital system		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
Radiology - Diagnostic imaging		
	71010	18.71
	71020	24.32

Pathology & Lab - Organ or disease oriented panels		
	80048	11.89
	80053	14.85
Pathology & Lab - Hematology and coagulation		
	85730	8.44
Pathology & Lab - Cytopathology		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
Pathology & Lab - Surgical pathology		
	88305	54.53
	88307	229.35
Medicine - Cardiovascular		
	93000	12.83
Medicine - Psychiatry		
	90791	113.91
	90792	113.91
Problem-Focused Gynecological Services		
Surgery - Female genital system		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

Related Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

Other Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
Laboratory Services		
Radiology - Diagnostic ultrasound		
	76700	96.28
	76705	96.28
	76770	96.28
Pathology & Lab - Organ or disease oriented panels		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
Pathology & Lab - Chemistry		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
Pathology & Lab - Hematology and coagulation		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
Pathology & Lab - Immunology		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
Pathology & Lab - Transfusion medicine		
	86885	8.05
Pathology & Lab - Microbiology		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
Pathology & Lab - Cytopathology		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
Pathology & Lab - Pulmonary		
	94760	2.41
HCPJCS J Codes - Drugs other than oral		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

Immunizations and Vaccinations		
Procedure Groupings	Procedure Codes	Reimbursement Rates
Medicine - Immunization administration		

	90460	8.00
	90471	7.84
	90472	7.84
Medicine - Vaccines/toxoids		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
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Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

Note: Appendix C not
numbered in accordance
with Open Enrollment



Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI
Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
HSR 1 Total	159,586	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

COUNTY	Women at or Below 200 % FPL	% by County
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
HSR 2 Total	96,222	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

COUNTY	Women at or Below 200 % FPL	% by County
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
HSR 3 Total	1,179,889	100%

1. Women at or under 200% FPL according to the U.S.
Census Bureau's 2013 Small Area Health Insurance
Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

COUNTY	Women at or Below 200 % FPL	% by County
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
HSR 4 Total	203,866	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

COUNTY	Women at or Below 200 % FPL	% by County
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
HSR 5 Total	141,350	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
HSR 6 Total	1,111,372	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 7**

COUNTY	Women at or Below 200 % FPL	% by County
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
HSR 7 Total	523,803	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

COUNTY	Women at or Below 200 % FPL	% by County
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
HSR 8 Total	500,004	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
HSR 9	98,785	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

COUNTY	Women at or Below 200 %	% by County
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
HSR 10 Total	209,231	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 11

COUNTY	Women at or Below 200 % FPL	% by County
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
HSR 11 Total	574,151	100.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor’s Revised Program Forms

FORM D: Healthy Texas Women Certification

Legal Business Name of Respondent: BEE BUSY WELLNESS CENTER

This certification pertains to the following billing or performing provider:

Provider Name BEE BUSY WELLNESS CENTER

Federal Tax ID Number 27-0653014

NPI Number 1669603056

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8785 WEST BELLFORT AVE

Street Address City/State/Zip Code HOUSTON, TX 77031

Telephone Number 713-771-2292

Provider's primary physical address:

Street Address 8785 WEST BELLFORT AVE

Street Address City/State/Zip Code HOUSTON, TX 77031

Telephone Number 713-771-2292

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is NORMAN MITCHELL. I am the provider or, if the provider is an organization, I am the provider's (title or position) CHIEF EXECUTIVE OFFICER. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

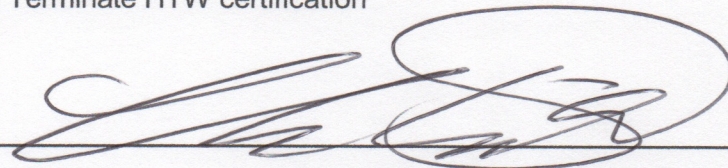
Effective Date of Certification 1/1/2016 through 12/31/17

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____



Printed Name: NORMAN MITCHELL

Title: CHIEF EXECUTIVE OFFICER

Date: _____

~~3/15/2016~~ 6/23/2016

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Respondent:

Bee Busy Wellness Center, Inc.

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 207,409
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	1,100
--	-------

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the RFP, respondent must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services respondent proposes to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles, that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

4. For each program component, respondent must propose at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Respondent must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how respondent will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

Legal Business Name of Respondent: Bee Busy Wellness Center, Inc.

1. Reference the instructions on Form I - Work Plan Guidelines.
 2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.
-

Program Administration and Management:

- a. Identify the services respondent proposes to provide
The Center proposes to provide the following services: 1) diagnosis and treatment, 2) preventative health services, 3) family planning services, 4) emergency medical services, 5) health education and 6) laboratory and x-ray.
- b. Identify the Priority Population to be served
Women of childbearing age and beyond.
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.) and other infrastructure available to achieve service delivery and policy-making activities.

BBWC **workforce** includes a full-time CEO, COO, CMO, IT, and a Family Nurse Practitioner who serves as a Clinic Manager, which comprise senior management of the organization. The Center has 3.9 provider FTEs to include 1 CMO, 2 full-time midlevel's, one 0.4 FTE Obstetrician and .5 FTE Radiologist.

Support system: BBWC depends heavily on training provided by the National Association of Community Health Center (NACHC) and Texas Association of Community Health Center (TACHC). The management team attends National and state conferences and financial and management training that are held throughout the year. Staff at BBWC has attended TACHC leadership training and is part of the CFO and CEO training support team. The Center holds quarterly meetings for the entire staff of the clinic where all participate to optimize delivery of care. Weekly staff meeting ensures staff members and management are well informed.

Delivery Systems: BBWC continues to provide a wide range of services to unserved and underserved populations. **Services** are provided in **multiple** languages. **Other infrastructure available** to achieve service delivery: The Center participates in multiple collaborative activities delivering preventative and education services. The Center has the ability and capacity to provide primary health care, health emergencies, urgent care, case management, behavioral health, and OB/GYN services. BBWC has the necessary staff, equipment and facility space.

- d. Provide a copy of the IRB approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs – BBWC does not have an IRB and the Center does not conduct research for any of the HHSC funded programs.

- e. Provide an organizational chart- Organization chart attached
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians – Job descriptions attached
- g. Describe how respondent will design, implement and monitor the HTW Program budget – BBWC financial staff will develop a line item budget detailing expenditures for the program. BBWC uses Quick Books and expenditures are tracked through cost centers. Easily documenting incurred costs and linking them to services.

Quality Assurance/Quality Improvement

- a. BBWC has implemented a process that requires multiple actions to monitor services offered. The process is discussed in detail. The process ensures accurate and thorough monitoring, resulting in exceptional services offered. The Center has designated staff that participates in the process, their responsibilities and the frequencies of activities.

- b. The following encompasses the process:**

- 1. Role of the QM Committee;

The Quality Assurance Committee reviews all facets of the program/facility to ensure that clients receive appropriate health and social services. The QA Committee determines policies and procedures specifically relating to client activities, medication policies, medical services, co-pay prices, monetary limitations per client and other matters relating to the delivery of services to clients.

- 2. Medical Director's involvement in the QM activities;

The Quality Committee's Membership includes CEO, CMO, Finance Director, COO, the Board Chair or designee, and a medical assistant. The CMO serves as the leader of the quality committee. Any findings or corrective actions are presented to the full body of the board of directors. The Board Committee members include representatives from the service area. The Quality Committee meets monthly and meetings findings are addressed as applicable during Board Meetings.

- 3. Activities utilized to identify areas needing improvement and the frequency of those activities;

The Center's full Quality Assurance Committee meets on a monthly basis. A Quality Committee has been established to address findings in monthly meetings, which are brought to the committee from contract personnel, record reviews, client feedback, and staff input. The identified barriers and proposed solutions are referred to as the action plan.

4. Activities to ensure correction and follow-up to findings identified;

The committee reconvenes within two weeks to evaluate the action plan and amend or complete the program.

5. Utilization and frequency of client satisfaction surveys;

The feedback card is placed into the hands of each patient at check out and placed into a box when they leave. The Center always maintains a locked box at each clinic where patients can submit patient satisfaction surveys. Feedback is solicited from patients by front desk staff and especially through case managers and the survey forms.

6. System utilized to identify and monitor adverse outcomes;

Athena, the electronic health record, will also be working with the Center to improve the Center's risk management and performance improvement program so that the resources of the EHR are leveraged. This will include developing revised policies and procedures, which specifically incorporate the capabilities of the EHR and practice management system. All required clinical performance measures and appropriate clinical prompts are incorporated into the EHR system. Patients with adverse outcomes are flagged by the system and assigned to a case manager who collects information for the performance improvement committee. If the outcome rises to the level of a critical incident, reports are filed, an investigation is conducted, and the performance improvement committee reviews the information. Recommendations are then made regarding Center policies and procedures.

7. Process for identifying performance and outcome measures; and

The Center specifically tracks its chronic disease patient's outcomes and the development of goals and objectives for each patient as part of a disease management program. The Center expects these services to aid in the improvement of the overall health of the communities served. This is facilitated through the disease management module of the EHR, which as previously mentioned provides a patient registry, tracking of patient self-management goals, and prompts for additional services such as laboratory, podiatry, dental and mental health services.

Findings from clinical assessments, including the disease management program, are reviewed bi-weekly by the Quality Assurance Committee, which is comprised of the CEO, CFO, COO, CMO, a nurse, and a clerical representative. The Center's Quality Committee addresses issues in weekly staff meetings, which are brought to the committee from contract personnel, assessments, patient feedback, the diabetes tracking system, any critical incidents, and staff input.

8. Process utilized to develop protocols and Standing Delegation Orders.

Policies, Procedure, Protocols, and Standing Delegation Orders (SDO): The Quality Committee updates protocols, procedures and standing delegation orders on a yearly basis. Company policies are updated and documented throughout the year and collectively reviewed at the same annual meeting.

Billing/ Eligibility Monitoring is conducted monthly by the Billing Manager. A minimum of fifteen charts are reviewed and findings are documented. Deficiencies are reported at the Quality Assurance Committee meeting, where corrective actions are taken.

Professional Development

- a. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures

The Human Resource Manager is responsible for coordinating staff development activities. A job description is developed for each staff position. A list of training requirements is established. A timeline is established for staff to complete all required training. A review is conducted 30 days after the hire date to determine if all training has been completed or if an update is required. Once an assessment is made and findings noted the necessary action is taken to ensure all staff training is current. By providing staff with all necessary training and tools to enhance their skills and it raises the level of services provided. This is tied to the Quality Management Committee responsibilities. The QMC is responsible for on-going reviews to ensure availability and accessibility of services and quality and continuity of care. Having a highly qualified staff is a must to ensure we are providing the best services for our clients.

All staff must sign a written agreement annually regarding training requirements, ethical conduct, nondiscrimination, and privacy and security standards. All staff participate in HHIPPA Training, Cultural Sensitivity Training, CPR, and Emergency Medical Action. In addition, BBWC staff is bilingual and provide services in the language of the clients' choice. BBWC has procedures safeguarding clients financial and private information. BBWC is very sensitive to the needs of our clients.

- b. Identify staff, including job titles, that will attend HHSC required trainings.

The Center's CEO Norman Mitchell, COO Ashley Turner, CMO Timberly Gilford, Clinic Manager JoAnne Smith, Front Office Manager/Billing Specialist DeAndrea Blackmon, Finance Director Delrita Woods and IT staff will all participate in HHSC required trainings.

Recruitment

- a. Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B

BBWC staff has extensive experience and expertise in outreach and education services. BBWC will implement its' marketing and education plan within 30 days of the award to education our service area residents regarding the HTW program. The marketing plan consists of public education to promote community awareness. Products will be developed as a result of the marketing plan. Those products include: brochures, flyers, fact sheets, and educational messages on social media.

The benefits derived from these products will include: making the community aware of services offered, encouraging health behaviors, linking with appropriate services and providing a health home for those in need.

The marketing/education tactics include:

- Canvassing neighborhoods and interacting with consumers
- Conducting networking activities (e.g., at centers, shelters, social service providers, coalition meetings, community-based organizations, churches, etc.)
- Placing messages on BBWC website and social media outlets
- Participating in interviews on community service programs in both English and Spanish

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at the respondent clinic(s) and which LARC methods will be provided by referral only

There are two types of LARCS 1) Intrauterine Devices (IUDs) and 2) Contraceptive implants. BBWC will offer both LARCS and IUDs onsite.

- b. Describe efforts respondent will use to education clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population

BBWC will develop a "fact sheet" on LARCs that are culturally sensitive to use as an educational tool. The fact sheet will inform consumers that LARCs are idea pregnancy prevention options form many young women. These methods are safe, effective, inexpensive and reversible, require little to no maintenance, and have much better compliance rates than other hormonal methods according to the American College of Obstetricians and Gynecologists revised practice guidelines of 2012, including implants and IUDs.

Clients will be educated on the LARCs when accessing services at the center and when conducting outreach activities.

- c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

The Human Resource Manager will research trainings, webinars and educational seminars that provide training on LARCs and ways of culturally imparting information to our target population. Once those trainings are identified (e.g., in-

person, webinar, Power Point, seminars) and specifics appropriate staff will be scheduled to participate in as many as their schedule and resources will allow.

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FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: BBWC will meet proposed encounter number for each year of project				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Establish productivity expectations for providers in 120 days of notice of grant award, review/update annually, as appropriate	#1 Quality Management Committee meets to revise productivity expectations for providers by [date here]	#1 Meeting held productivity expectations revised	#1 Executive Management team and providers	
	#2 Review initial productivity levels by [date here] and develop plan to assist providers in achieving productivity goals, if not initially achieved.	#2 Meeting held, productivity levels reviewed and plan developed.	#2 Executive Management team	
	#3 Implement center-wide plan by [date here]	#3 Plan implemented center-wide	#3 Designated staff, CEO, Board of Directors	
	#4 Monitor productivity monthly and submit reports to providers, executive management team and Board	#4 Productivity monitored, reports submitted to appropriate parties	#4 Designated staff, CEO, QMC	

FORM I: WORK PLAN

Program Component B				
Quality Assurance/Quality Improvement				
Goals: Staff & Board receive initial cultural diversity/sensitivity training in 30 days				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
#1 All staff and Board members trained on cultural diversity/sensitivity in 30 days of hire/appointment, and ongoing on an annual basis	#1 A cultural diversity/sensitivity training developed, approved by Board, and implemented as part of the training protocol for new employees and Board members in 120 days of notice of grant award	#1 Training program written; Board meeting record approval; training logs document staff and Board training provided	#1 Designated staff and CEO	
	#2 Staff and Board required to attend cultural diversity/sensitivity training within 30 days of hire or Board service and annually thereafter	#2 Staff and Board attend required training	#2 Designated staff and CEO	

FORM I: WORK PLAN**Program Component C
Professional Development****Goals: Staff receive training on LARCs**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
#1 Appropriate staff receive training on LARCs within 30 days of hire (if trainings available)	#1 Appropriate staff identified for LARC trainings.	#1 Appropriate staff identified that will attend trainings	#1 Management staff	
	#2 LARC trainings identified.	#2 LARC trainings identified, reviewed and chosen	#2 Human Resource Manager or designated staff	
	#3 Staff scheduled for LARC trainings	#3 Staff scheduled for trainings	#3 Human Resource Manager or designated staff	
	#4 Staff attend LARC trainings	#4 Staff attended trainings	#4 Staff	

FORM I: WORK PLAN

Program Component D Recruitment				
Goals: Staff is trained to be effective, rep. and knowledgeable about BBWC				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
#1 Develop Marketing and Outreach plan	#1 Develop Marketing & Outreach plan	#1 Marketing & Outreach plan developed	#1 Designated staff	
2# Develop marketing and outreach material	#2 Collateral material developed: brochures, flyers, fact sheet, messages on agency website and social media outlets	#2 Collateral material developed, approved and printed.	#2 Designated staff	
#3 Identify areas to market services	#3 Canvass service area and identify areas for marketing and outreach activities	#3 Areas identified	#2 Designated staff	
#4 Conduct marketing and education activities	#4 Marketing and education conducted in the identified areas	#4 Consumers in identified service areas receiving material and education	#4 Designated staff	

Program Component E LARC Usage

Objectives	Activities	Measurement	Staff Responsible	Completion Date
#1 Establish an internal procedure for reaching and educating women on LARCs	#1 Develop a comprehensive orientation packet on LARCs	#1 LARCs material developed, reviewed and approved	#1 Designated staff and Management team	
	#2 Provide LARCs material to women	#2 Women receive the information and act on it	#2 Designated staff	

Attachment C – Contractor’s Revised Budget

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

BEE BUSY WELLNESS CENTER

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$83,370	\$0	\$83,370
B. Fringe Benefits	\$18,341	\$0	\$18,341
C. Travel	\$3,618	\$0	\$3,618
D. Equipment	\$0	\$0	\$0
E. Supplies	\$20,937	\$0	\$20,937
F. Contractual	\$49,000	\$0	\$49,000
G. Other	\$32,143	\$0	\$32,143
H. Total Direct Costs	\$207,409	\$0	\$207,409
I. Indirect Costs	\$0	\$0	
J. Total (Sum of H and I)	\$207,409	\$0	\$207,409

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$83,370	\$83,370	Fringe Benefits	\$18,341	\$18,341
	Travel	\$3,618	\$3,618	Equipment	\$0	\$0
	Supplies	\$20,937	\$20,937	Contractual	\$49,000	\$49,000
	Other	\$32,143	\$32,143	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$207,409	Budget Total	\$207,409
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List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

BEE BUSY WELLNESS CENTER

PERSONNEL							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Nurse Midwife	N	Provides primary and preventive care for women	0.5	Yes	\$7,000.00	14	\$49,000
Medical Assistant	N	Assists the provider in providing primary and preventive care	0.5	Yes	\$2,560.00	14	\$17,920
CHW	N	Conducts outreach and recruitment and educational activities and program promotion services	0.5	Yes	\$2,350.00	14	\$16,450
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0

SalaryWage Total

\$83,370

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA 7.65, SUTA 2.7, Health Ins 10, Workers Comp 1.65

Fringe Benefit Rate %

22.00%

Fringe Benefits Total

\$18,341

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

BEE BUSY WELLNESS CENTER

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
DHS EPHC ELIGIBILITY TRAINING	Eligibility staff needs training	Austin, TX	2/2	Mileage	\$254
				Airfare	
				Meals	\$140
				Lodging	\$516
				Other Costs	
				Total	\$910
DSHS HHS ANNUAL CONFERENCE	Providers will learn invaluable information	Austin, TX	4/4	Mileage	\$508
				Airfare	
				Meals	\$280
				Lodging	\$1,920
				Other Costs	
				Total	\$2,708
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$3,618

Other / Local Travel Costs					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$3,618

Total Travel Costs: \$3,618

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category

Detail Form

Legal Name of Respondent:

BEE BUSY WELLNESS CENTER

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

BEE BUSY WELLNESS CENTER

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small>	Purpose & Justification
Basic Medical Supplies, tournauettes, pap smear supplies, bandages, injectables, projesterone, syrengees, needles, gauze, alcohol pads, speculum, lubricant, chucks (underlays), gloves, cotton balls, tongue depressers, gowns, covers, speculum lights, feminine pads, Rocephin, HCG Urine, birth controls	Medical supplies needed to provide basic preventive and treatment medical services however no individuals item will cost more than \$499
general office supplies, toner and ink	Used to perform specific duties directly related to client services
Printing of materials	Used to complete the printing of manuals and patient charts and records
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEET	

Total Amount Requested for Supplies:

--

Costs may be categorized

Total Cost
\$15,275
\$3,102
\$2,560
\$0

\$20,937

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: **BEE BUSY WELLNESS CENTER**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors. Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)
QuestDiagnostics	GC chlamydia, BV, Pap Smears, Trich, Confirmatory testing, HIV Testing	Labs to provide confirmatory testing and STI screening on all persons. Provides diagnostic results	Monthly	14	\$1,400.00
BSP & Associates	Provides compliance monitoring and organizational development	Needed to ensure compliance with contract and reaching contract goals	Monthly	14	\$1,500.00
Financial Director	Provides oversight of all budgetary items	Oversight of budgetary materials and items: conducts billing services for services rendered at the clinic	Monthly	14	\$350.00
Radiologist	Reviews all scans	Needed to provide real time results of Diagnostic radiology	Monthly	14	\$250.00
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS					

Total Amount Requested for CONTRACTUAL:

s as "To Be Named."

TOTAL
\$19,600
\$21,000
\$4,900
\$3,500
\$0
\$0
\$0
\$0
\$0
\$0
\$49,000

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

BEE BUSY WELLNESS CENTER

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification
Lease	Clinic space for 8785 West Belfort 8640 Sq Ft. @ \$8851/mo x .20 x 14
Insurance	General Liability, Professional Liability, Mal Practice
Communication	4 lines @ 450 x 14 x .20
Annual Audit	To provide the annual SAR for the company
Payroll Service Fees (ADP)	Fee paid to 3rd party payroll company to provide payroll and tax services.
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS

Total Amount Requested for Other:

Total Cost
\$24,783
\$2,200
\$1,260
\$2,500
\$1,400
\$0

\$32,143

FORM F - 7 Indirect Costs

Legal Name of Respondent:

BEE BUSY WEL

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable.**

RATE:

BASE:

Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87.

RATE:

TYPE:

BASE:

Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Co

If using an central service or indirect cost rate, identify the types of costs that are included (being a

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate costs and the methodology used to allocate these costs in the space provided below. The costs/methodolo the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated allocation base:**

LNESS CENTER

\$0

osts

llocated) in the rate:

ē must identify the types of costs that will be allocated as indirect
gy must also be disclosed in Part V-Indirect Cost Allocation of
as indirect costs, the allocation methodology, and the

Attachment D – Contractor's Original Application



Chris Traylor, Executive Commissioner

Request for Proposals (RFP)
for
Healthy Texas Women

RFP No. 529-16-0094

Date of Release: 3/22/2016

NIGP Class/Item Codes: 948-00, 948-47, 948-48, 948-55, 948-74

PROGRAM FORMS

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of
Respondent:

BEE BUSY WELLNESS CENTER

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist	<input checked="" type="checkbox"/>	2
B	Texas Counties and Regions List Served by Project	<input checked="" type="checkbox"/>	3
C	Contact Person Information	<input checked="" type="checkbox"/>	4
D	Healthy Texas Women Certification	<input checked="" type="checkbox"/>	5-7
E-1	Government Entity (Authorized Officials)	<input checked="" type="checkbox"/>	8
E-2	Non-profit or For-profit Entity (Board of Directors and Principal Officers)	<input checked="" type="checkbox"/>	9
F	Budget Summary and Details	<input checked="" type="checkbox"/>	10-18
G	Respondent Background	<input checked="" type="checkbox"/>	19-26
H	Funding Request and Performance Measures	<input checked="" type="checkbox"/>	27
I	Work Plan	<input checked="" type="checkbox"/>	28-37
J	Assessment Narrative	<input checked="" type="checkbox"/>	38-41
K	Healthy Texas Women Clinic Site Readiness	<input checked="" type="checkbox"/>	42
K-1	Healthy Texas Women Clinic Sites	<input checked="" type="checkbox"/>	43-46
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid	<input checked="" type="checkbox"/>	46
L	Staff Development Plan	<input checked="" type="checkbox"/>	47
L-1	Staff Development Training Calendar	<input checked="" type="checkbox"/>	48
M	Community Education/Program Promotion Plan	<input checked="" type="checkbox"/>	49-54

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification	<input checked="" type="checkbox"/>	55
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	<input checked="" type="checkbox"/>	56-57
3	Required Certifications	<input checked="" type="checkbox"/>	58-59
4	Federal Lobbying Certification	<input checked="" type="checkbox"/>	60
5	Anti-Trust Certification	<input checked="" type="checkbox"/>	61-62
6	Respondent Information and Disclosures	<input checked="" type="checkbox"/>	63-66
7	HUB Subcontracting Plan (HSP)	<input checked="" type="checkbox"/>	67-73

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
-A-			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	-D-			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
-B-			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	-I-			Montague	<input type="checkbox"/>	02	-T-		
Bee	<input type="checkbox"/>	11	-E-			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	-J-			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	-N-			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input checked="" type="checkbox"/>	06	-F-			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	-O-			-U-		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	-K-			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input checked="" type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	-P-			-V-		
-C-			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	-G-			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	-W-		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input checked="" type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	-L-			-R-			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	-H-			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	-Y-		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	-S-			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	-Z-		
Coryell	<input type="checkbox"/>	07	Harris	<input checked="" type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	-M-			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of
Respondent:

BEE BUSY WELLNESS CENTER

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

<i>Billing Contact</i>	<i>Executive Director</i>
Last Name: BLACKMON	Last Name: MITCHELL
First Name: DEANDREA	First Name: NORMAN
Salutation: MS.	Salutation: MR.
Title: BILLING MANAGER	Title: CEO
Email: D.BLACKMON@MYBBWC.ORG	Email: N.MITCHELL@MYBBWC.ORG
Phone: 713-771-2292	Phone: 713-771-2292

<i>Financial Director</i>	<i>Medical Director</i>
Last Name: WOODS	Last Name: GILFORD
First Name: DELRITA	First Name: TIMBERLY
Salutation: MS.	Salutation: DR.
Title: FINANCE DIRECTOR	Title: CHIEF MEDICAL OFFICER
Email: DELRITA_WOODS@MSN.COM	Email: T.GILFORD@MYBBWC.ORG
Phone: 409-553-6938	Phone: 832-768-2472

<i>Primary Program Contact</i>	<i>Quality Assurance Contact</i>
Last Name: SMITH	Last Name: TURNER
First Name: JOANNE	First Name: ASHLEY
Salutation: MS.	Salutation: MS.
Title: CLINIC MANAGER	Title: CHIEF OPERATING OFFICER
Email: J.SMITH@MYBBWC.ORG	Email: A.TURNER@MYBBWC.ORG
Phone: 713-771-2292	Phone: 713-771-2292

FORM D: Healthy Texas Women Certification

Legal Business Name of
Respondent: BEE BUSY WELLNESS CENTER

This certification pertains to the following billing or performing provider:

Provider Name BEE BUSY WELLNESS CENTER

Federal Tax ID Number 27-0653014

NPI Number 1669603056

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 8785 WEST BELLFORT AVE

Street Address City/State/Zip Code HOUSTON, TX 77031

Telephone Number 713-771-2292

Provider's primary physical address:

Street Address 8785 WEST BELLFORT AVE

Street Address City/State/Zip Code HOUSTON, TX 77031

Telephone Number 713-771-2292

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is NORMAN MITCHELL. I am the provider or, if the provider is an organization, I am the provider's (title or position) CHIEF EXECUTIVE OFFICER. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity. In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows:
(The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

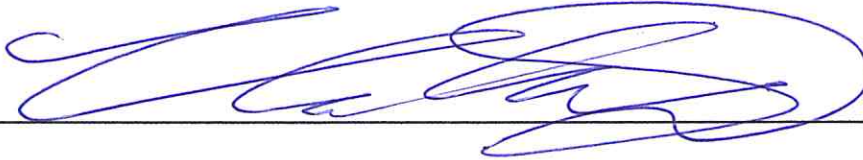
Effective Date of Certification 1/1/2016 through 12/31/17

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

A handwritten signature in blue ink, appearing to read 'Norman Mitchell', is written over a horizontal line.

Printed Name: NORMAN MITCHELL

Title: CHIEF EXECUTIVE OFFICER

Date: 3/15/2016

FORM E-1: GOVERNMENTAL ENTITY **Authorized Officials**

**Legal Business Name of
Respondent:**

BEE BUSY WELLNESS CENTER

1. Include the full names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the respondent.

Name: <u>Norata Mitchell</u> Title: <u>CEO</u> Phone: <u>713 771 2292</u> Ext. <u>1001</u> Fax: <u>713 771 2294</u> Email: <u>N.MITCHELL@mybbwc.org</u>	Mailing Address (incl. street, city, county, state, & zip): <u>8785 W. BELFORT AVE</u> <u>Houston Tx 77051-2403</u>
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____
Name: _____ Title: _____ Phone: _____ Ext. _____ Fax: _____ Email: _____	Mailing Address (incl. street, city, county, state, & zip): _____ _____ _____

FORM E-2: NON-PROFIT OR FOR-PROFIT ENTITY
Board of Directors and Principal Officers

Legal Business Name of Respondent: BEE BUSY WELLNESS CENTER

1. Include the full names (last, first, middle), addresses, telephone numbers, and titles of members of the Board of Directors or any other principal officers.
2. Indicate the office/title held by each member (e.g. chairperson, president, vice-president, treasurer, etc.).
3. If entity is a for-profit, include the full names and addresses for each person who owns five percent (5%) or more of the stock.

Name:	<u>Robin Hines</u>	Mailing Address (incl. street, city, county, state, & zip):
Title:	<u>Board Chair</u>	<u>3810 Glencrest</u>
Phone:	<u>281-687-3411 Ext.</u>	<u>Houston, TX 77082</u>
Fax:	<u>713-771-2294</u>	
Email:	<u>robin8to10@comcast.net</u>	
Name:	<u>Karlus Rubin</u>	Mailing Address (incl. street, city, county, state, & zip):
Title:	<u>Board Secretary</u>	<u>7846 Candle Ln</u>
Phone:	<u>832-724-7807 Ext.</u>	<u>Houston, TX 77071</u>
Fax:	<u>713-771-2294</u>	
Email:	<u>kdivinesells@gmail.com</u>	
Name:	<u>Timothy Kent</u>	Mailing Address (incl. street, city, county, state, & zip):
Title:	<u>Co-Chair</u>	<u>4114 N. Webber</u>
Phone:	<u>281-201-7905 Ext.</u>	<u>Pearland, TX 77584</u>
Fax:	<u>713-771-2294</u>	
Email:	<u>tim64kent@yahoo.com</u>	
Name:	<u>Linh Nguyen</u>	Mailing Address (incl. street, city, county, state, & zip):
Title:	<u>Board Treasurer</u>	<u>15000 Philippine Street # 203</u>
Phone:	<u>281-961-1609 Ext.</u>	<u>Houston, TX 77040</u>
Fax:	<u>713-771-2294</u>	
Email:	<u>ln7173@gmail.com</u>	
Name:	<u>Willita Payne</u>	Mailing Address (incl. street, city, county, state, & zip):
Title:	<u>Board Member</u>	<u>11107 Tamworth</u>
Phone:	<u>832-894-9019 Ext.</u>	<u>Houston, TX 77016</u>
Fax:	<u>713-771-2294</u>	
Email:	<u>willitapayne@gmail.com</u>	

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Respondent must complete each of the required budget forms. . The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist respondent in developing its proposed budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, respondents should consult the proposed HTW Fee-for-Service benefits package contained in Appendix A.

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this RFP for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

BEE BUSY WELLNESS CENTER

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$130,465	\$90,000	\$40,465
B. Fringe Benefits	\$51,810	\$25,000	\$26,810
C. Travel	\$3,618	\$1,600	\$2,018
D. Equipment	\$0		
E. Supplies	\$47,806		\$47,806
F. Contractual	\$155,612	\$80,000	\$75,612
G. Other	\$47,138	\$21,725	\$25,413
H. Total Direct Costs	\$436,449	\$218,325	\$218,124
I. Indirect Costs	\$0		
J. Total (Sum of H and I)	\$436,449	\$218,325	\$218,124

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$130,465	\$130,465	Fringe Benefits	\$51,810	\$51,810
	Travel	\$3,618	\$3,618	Equipment	\$0	\$0
	Supplies	\$47,806	\$47,806	Contractual	\$155,612	\$155,612
	Other	\$47,138	\$47,138	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$436,449	Budget Total	\$436,449
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List any budget assumptions below:

BEE BUSY WELLNESS CENTER

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Itemize the elements of fringe benefits in the space below:

FORM F-2: TRAVEL Budget Category Detail Form
BEE BUSY WELLNESS CENTER

BEE BUSY WELLNESS CENTER

[illegible]

TOTAL FROM ISRAELI SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEET:

45

Total for Conference / Workshop Travel

\$3.61E

Other Federal Travel Costs					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OPERATIONAL TRAVEL COSTS DUDGET SHEETS					\$0

TOTAL FROM TRAVEL SUPPLEMENTAL OPINION, CJA, TRAVEL COSTS DUKKITT SHEETS

5

Total for Other / Local Travel

83

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$3,518

Total Travel Costs:

\$3.815

Indicate Policy Used:

Respondent's Travel Policy:

State of Texas Travel Policy

[illegible]

BEE BUSY WELLNESS CENTER

[illegible]

\$0

BEE BUSY WELLNESS CENTER

\$47,806

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

BEE BUSY WELLNESS CENTER

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
QuestDiagnostics	GC chlamydia, BV, Pap Smears, Trich, Confirmatory testing, HIV Testing	Labs to provide confirmatory testing and STI screening on all persons. Provides diagnostic results	Monthly	12	\$5,000.00	\$60,000
BSP & Associates	Provides compliance monitoring and organizational development	Needed to ensure compliance with contract and reaching contract goals	Monthly	12	\$4,167.66	\$50,012
Financial Director	Provides oversight of all budgetary items	Oversight of budgetary materials and items; conducts billing services for services rendered at the clinic	Monthly	12	\$1,500.00	\$18,000
Radiologist	Reviews all scans	Needed to provide real time results of Diagnostic radiology	Monthly	12	\$2,300.00	\$27,600
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$155,612

Legal Name of Respondent:

BEE BUSY WELLNESS CENTER

Description of Item <small>(If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit))</small>	Purpose & Justification	Total Cost
Lease	Clinic space for 8785 West Belfort 8640 Sq Ft. @ \$8600/mo x .33 x 12	\$34,056
Insurance	General Liability, Professional Liability, Mal Practice	\$4,300
Communication	4 lines @ 450 x 12 x .33	\$1,782
Annual Audit	To provide the annual SAR for the company	\$7,000
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$C

Total Amount Requested for Other:

\$47,138

FORM F - 7 Indirect Costs

Legal Name of Respondent:

SEE BUSY WELLNESS CENTER

Total amount of indirect costs allocable to the project:

Amount: \$0

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognate agency or state single audit contracting agency. Explained rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:
TYPE:
BASE:

Applies only to governmental entities. The respondent's current general service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:
TYPE:
BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central services or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The cost/methodology must also be disclosed in Part V Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:

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FORM G: RESPONDENT BACKGROUND GUIDELINES

Legal Business Name of
Respondent:

Bee Busy Wellness Center, Inc.

1. Provide a one-page executive summary describing the respondent's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the respondent.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the respondent's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe respondent's experience, knowledge, and expertise in providing Women's Health Services and Family Planning Services. Specifically outline relevant administrative and clinical practices. (maximum of 4 pages).
5. Describe respondent's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by respondent. (maximum of 4 pages).
6. Subcontracting Background- Describe the following if respondent plans to have subcontract any of the proposed services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures respondent has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: RESPONDENT BACKGROUND

**Legal Business Name of
Respondent:**

Bee Busy Wellness Center, Inc.

1. Respondent must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G – Respondent Background Guidelines.
3. Respondent's response must not exceed 18 pages.

-
1. Bee Busy Wellness Center (BBWC) is a 501(c) (3) Community Based Organization that has successfully meet the requirements under Section 330 of the U.S. Public Health Service Act (PHSA) and has earned the designation of a federally qualified health center (FQHC).

The Wellness Center's goal is to increase the number of productive and healthy life years for all low-income families regardless of their ability to pay. Since its' inception BBWC has provided HIV/AIDS and substance abuse related services to the Greater Houston population and surrounding areas. The Wellness Center began as a place for African-American community members to get treatment for sexually transmitted infections including HIV. However, the founders realized the only way to get these individuals into care was by offering care to the entire family. Founders wanted to provide consumers with a "medical home" to identify as their own. Consumers accessing services at the Wellness Center did not want to go to a "HIV Clinic" and be outed as having HIV by just walking in the door. They wanted to be served by the same medical home where they take their children and their grandparents. No stigma. No shame. That is the mission of Bee Busy Wellness Center – a medical home for all. The Centers vision is to empower disenfranchised populations by offering alternative solutions for personal growth and development and improving knowledge, self-esteem, and self-efficacy.

The Center's board selects the services provided by the health center, and strives to achieve the most effective balance between providing services directly and leveraging the capacities of other organizations. The Board of Directors also determines the hours during which services are provided at all health center sites within the organization. Access is always paramount and the board schedules hours that are appropriate for their community. Evening and weekend hours are offered to accommodate people who cannot easily access services during normal business hours.

The board understands that success is dependent on the health center's ability to effectively adapt to marketplace trends while remaining financially viable. The board plans, measures, and evaluates the Center's progress in meeting its annual and long-term programmatic, clinical, quality, and financial goals. The Board also revises the organization's mission, goals, and plans, as appropriate to feedback gained through the internal and external evaluation process.

BBWC board approves the selection and dismissal of the Chief Executive Officer of the health center. The CEO supervises the CMO and all other non-clinical staff. The board establishes general policies for the health center. These include personnel, health care, fiscal, and quality assurance/improvement policies. The Board of Directors is cognizant that these policies provide the framework under which health center staff conducts day-to-day operations of the organization.

2. **Provide a detailed description of the organization's structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the organization.**

The Center's organizational structure, staffing, management system, and lines of authority are consistent with the BPHC's Program Requirements. Bee Busy Wellness Center is a freestanding, nonprofit 501(c) (3), FQHC, and does not maintain formal affiliations with other organizations that require corporate interrelationships, external control, board institutional membership commitments, or hiring/sharing of staff.

The Center maintains lines of authority from the Board of Directors to the Chief Executive Officer who delegates, as appropriate, to other management and professional staff.

The corporate management team is comprised of the Chief Executive Officer, Chief Medical Officer, Finance Director, and the Chief Operating Officer. The Center's CEO serves as head of the management team with the authority, responsibility, and skills to: communicate with the board and management team; ensure that board policies are implemented and operational; manage personnel and systems; allocate resources and operate within available resources; identify and resolve problems; interact with the community and providers and payers in the marketplace; respond to opportunities and; plan for future events. The Center's CEO is accountable to board-established long-term goals and operating plans.

The Board of Directors hires, evaluates, and, when necessary, terminates the CEO, who oversees operations of the Center, in accordance with established policies.

The hiring and firing of Center staff is in accordance with the BPHC's Program Requirements, a process overseen by the CEO or his designee, the Director Human Resources/Compliance Officer. The CEO will involve the management team in the interview process when hiring a provider and/or other management staff.

The Center has in place, a management team with over **50** years of experience and expertise in operations and leadership. The management team has decades of experience in working with underserved populations, and the COO was previously on staff at a local community health center so she understands the operations of an FQHC within this community.

The Bee Busy Wellness Center executive leaders provide assurance that key management staff is appropriate and adequate for the size, operational and oversight needs and scope of the proposed project and is in accordance with Health Center Program Requirements by monitoring its ratio of staff to providers and comparing itself to National Association of Community Health Center and Medical Group Management Association standards.

3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.

Attached are the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas and the Clinical/Program Director, documenting, education, skill set, expertise and experience.

4. Describe respondent's experience, knowledge, and expertise in providing Women's health Services and Family Planning Services. Specifically outline relevant administrative and clinical practices. (maximum 4 pages)

BBWC has provided medical services in the community for over four years. The Center's clinical team provides primary and preventive care consistent with the Women's Health Services and Family Planning program. The Center develops policies and practices that include women's health, men's health and family planning services that include, at a minimum: STD treatment, family planning, LARC, prenatal and postnatal care, and the Center is in the process of hiring a nurse midwife who will be responsible for providing deliveries on behalf of the health center. The Center's facility was recently designated to provide OB/GYN services to the community. The Center bolsters a diagnostic radiology department, including ultrasound and X-ray services. The CMO and Clinic Manager have both worked in ER settings and have more than 30 years experience between the pair. For more than 3 years, the Center has been a contractor with the Department of State Health Services, providing services under the EPHC program, where patients have received primary and preventive health care services for women of childbearing years and beyond. The services include pregnancy screenings, LARC, STD/STI screenings, hypertension, diabetes and other health disparities treatment, cancer screenings (breast, ovarian, cervical, lung, blood) and other manageable health care issues. The Center is a Medicaid provider and has a Texas Family Planning number to engage and bill via the TWHF site. The Center's CEO has managed the DSHS programs and BPHC programs for the past 8 years, growing the Center from a concept, to an idea to reality and then a Federally Qualified Health Center.

5. Describe respondent's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by respondent. (maximum 4 pages)

For over six years BBWC has administered comprehensive health care, e.g., prevention, screening, diagnostic, treatment services and appropriate referral to our extensive network of providers.

The Center provides medical services including: routine histories and physical examinations; client education and counseling; screening for breast, cervical and testicular cancer; screening for and treatment for sexually transmitted infections; pregnancy testing, counseling and referral; distribution of contraceptive methods with individualized, method-specific counseling; community health education; treatment and/or referral of medical or genetic problems; and client outreach.

A full range of preventive health services, including: cancer screening, well child, immunizations against vaccine-preventable disease, communicable diseases are provided onsite.

The Center offers diagnostic and treatment at all sites and with directly hired providers. The Center has existing contracts with Quest Diagnostic. Blood samples are drawn on-site and sent out to a reference laboratory. Patients without insurance will be billed the discount sliding fee scale by the Center, and the Center will in turn pay Quest Diagnostics. Funding is built into the budget to pay for laboratory services for uninsured individuals.

The Center offers x-ray services onsite, and has MOUs with Harris Health Systems, Fort Bend Imaging and other FQHCs in the area to accept those patients who require additional care.

The family planning program offers a broad range of acceptable and effective contraceptive methods, including LARC and natural family planning methods, infertility services and services young people.

The Center has funds for PHC services. Services are provided in Harris, Fort Bend and Waller Counties. The funds for these services are targeted for clients diagnosed with diabetes and hypertension and those who will qualify by high need through case management. These two diagnoses are targeted for several reasons: they are identified as two of the major health issues in our identified counties and there are few resources to meet their needs. Improved health outcome is a major goal and working with these clients on prevention and medication management will help obtain this goal.

Emergency medical services are referred to West Memorial Houston Hospital, which participates in the uncompensated care program so uninsured individuals will have access regardless of ability to pay. Patients with urgent care needs are worked into the schedule. The Center also has an after-hour answering protocol. Center providers answer the call and then refer the patient to the ER or instruct the patient to come into the clinic as appropriate.

BBWC has an extensive health education program. Health education materials on: HIV/AIDS, Diagnostic Radiology, Breast and Cervical Cancer, Hypertension, Diabetes, Colon and Ovarian Cancer, among others, are available to all individuals who enter the health center or visit one of the health center's many community health fairs or engage on the health center's website. Patients who require internal referrals for onsite services, including HIV primary care, are referred by way of the care coordinator through the Center's EMR. The provider makes the referral to the care coordinator who then makes the internal appointment to the appropriate staff onsite. When a patient requires an external referral, the care coordinator makes that referral via one of the Center's referral partners and then follows up with the patient and the facility to ensure the patient did access the referral and then tracks the referral in the patient's records via the Center's EMR. The referral partners engage with the Center to ensure the patient's continuity of care is met on all sides.

This information is listed in full detail in the Center's Referral and Tracking Policy.

6. Subcontracting Background – Describe the following if respondent have plans to subcontract any of the proposed services:
 - A. Experience subcontracting with other organizations/providers -
For the past 6 years, the Center, through a collaboration, provided Counseling, Testing and Referral Services (CTRS), targeted Outreach and Recruitment, and linkages to treatment and care, to clients who test positive for HIV, Syphilis and Hepatitis C. In 2011, the Wellness Center and the Learning Academy, Inc. provided 415 free, and confidential HIV screenings. Clients tested through this collaboration are referred by the medical staff at the Wellness Center to the Learning Academy, who is currently funded by the local health department to provide free HIV, Syphilis, and Hepatitis screenings.

Another collaboration, funded by the local health department, provides Counseling, Testing and Referral Services, and Comprehensive Risk Counseling and Case Management Services to transgender persons. The collaboration expands the area of activity to southwest Houston and aggressively conducts street and

Internet Outreach and Recruitment activities in areas where transgender persons have been known to congregate.

The goals are to seek out transgender persons who are newly diagnosed as HIV positive, those who have been previously diagnosed and have fallen out of care, and those who have been previously diagnosed, and never attended a medical appointment.

The success of the collaboration has been overwhelming, reaching to more than 150 transgender persons, engaging 83 transgender persons in HIV screening, Syphilis, and Hepatitis C in the southwest Houston area with a 6% HIV positive rate, a 3% positive rate for Syphilis, and .5% positive rate for Hepatitis C. The role of the Center is to provide treatment and care services. Prevention with positives is a key component in the collaboration. HIV positive clients receive valuable health literacy information regarding transmission and disease progression, treatment adherence, and patient navigation services through the Center's medical and professional staff. Other health disparities such as hypertension, cholesterol, diabetes, digestive issues, cardiovascular health, and mental health needs are addressed ensuring all clients receive quality, comprehensive, life-prolonging medical and mental health care services.

- B. Experience developing subcontracts and subcontract negotiations -
The Center has entered into subcontracts with the following vendors and negotiated agreement contracts beneficial to the facility, clients and community we serve.

The Center has a subcontract with a radiologist who reads the X-rays and the ultrasound scans. The Center leases space with BPI Realty and has a long-term lease in the current space of more than 8,400 square feet with 8 exam rooms, a radiology room, an ultra sound room, a mental health department, and has the space for 5 dental operatories.

- C. Experience developing performing program monitoring of subcontractors, including monitoring of professional and clinical services -
Bills from all other vendors, including Quest Diagnostics, accountants, etc. are first verified against the patient record system and then approved by program level staff, issued a check by the CFO, and the CEO then signs the check.

HRSA also requires that the Center evaluate the quality of clinical services that contractors provide on an annual basis. The Center has a system established to conduct peer review of contractor services through its compliance performance improvement program.

In addition, BBWC has established processes to monitor program activities for compliance that includes assigned staff with duties to monitor services. Compliance monitoring increases the quality of service and ensures compliance with applicable regulations, rules and laws governing, BBWC activities.

- D. Experience providing technical assistance to subcontractors, including budget development and management -

For approximately three years, the Center, through a collaboration, provided Counseling, Testing and Referral Services (CTRS), targeted Outreach and Recruitment, and linkages to treatment and care, to clients who test positive for HIV, Syphilis and Hepatitis C. In 2011, the Wellness Center and the Learning Academy, Inc. provided 4115 free, and confidential HIV screenings. Clients tested through this collaboration are referred by the medical staff at the Wellness Center to the Learning Academy, who is currently funded by the local health department to provide free HIV, Syphilis and Hepatitis screenings.

Another collaboration funded by the local health department, provides Counseling, Testing and Referral Services and Comprehensive Risk Counseling and Case Management Services to transgender persons. The collaborative expands the area of activity to SW Houston and aggressively conducts, Street and Internet Outreach and Recruitment activities in areas where transgender persons have been known to congregate.

The goals are to seek out transgender persons who are newly diagnosed as HIV positive, those who have been previously diagnosed and have fallen out of care and those who have been previously diagnosed, and never attended a medical appointment.

The success of the collaborative has been overwhelming, outreaching to more than 150 transgender persons, engaging 83 transgender persons in HIV screening Syphilis and Hepatitis C in the southwest Houston area with a 6% HIV positive rate, a 3% positive rate for Syphilis and .5% positive rate for Hepatitis C. The role of the Center is to provide treatment and care services. Prevention with positives is a key component in the collaborative. HIV positive clients receive valuable health literacy information regarding transmission and disease progression, treatment adherence, and patient navigation services through the Center's medical and professional staff. Other health disparities such as hypertension, cholesterol, diabetes, digestive issues, cardiovascular health, and mental health needs are addressed ensuring all clients receive quality, comprehensive, life-prolonging medical and mental health care services.

E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required –

The requirements for the COO position include a background in business and health care administration with at least three years' experience in a medical environment. Ashley Turner serves as the Chief Operating Officer at Bee Busy Wellness Center. Ms. Turner has more than 9 years' experience working as Human Resources Director for Legacy Community Health Services, a Federally Qualified Health Center. With over 9 years of operation management experience in the nonprofit health care sector, her work centers on helping strategically plan and re-envision organizations. She has extensive experience in board development, fund raising, program creation, training, credentialing, and information technology. (Resume is attached)

The Finance Director, Delrita Woods, is responsible for preparing enterprise level monthly and annual budgets and reports and for preparing and presenting monthly financial statements and budget performance to the company's Board of Directors. In addition, his responsibilities include: direct supervision of the accounting and billing staff and the daily operations of the Finance Department. Ms. Woods also manages the budget, financial reporting, forecasting and accounting; oversees grants, billing services, and the allocation of funding for the agency. She has more than 25 years experience in the field of accounting.

The requirements for the CMO position include a board eligible MD or DO with at least 5 years of experience in primary care. Dr. Timberly Gilford has extensive experience in the medical field. Dr. Gilford has a practice in Houston and is a staff member of Methodist Hospital.

- F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position –
Bills from all other vendors, including Quest Diagnostics, accountants, etc. are first verified against the patient record system and then approved by program level staff, issued a check by the Finance Director, and the CEO then signs the check.

HRSA also requires that the Center evaluate the quality of clinical services that contractors provide on an annual basis. The Center has a system established to conduct peer review of contractor services through its compliance performance improvement program.

- G. Policies and procedures respondent has for monitoring subcontractors that provide direct client services –
The Center routinely audits the pharmacies that collaborate in the 340B program. Monthly, the Center receives reports regarding patient dispensing, which are verified against the e-prescribing system of the EMR. Inventory is monitored at each re-order of medications through a tracking system with data from the e-prescribing system and monthly dispensing information. The quality side of the dispensing is monitored through the client satisfaction process so that 10% of patients are queried regarding their experience with the pharmacy. The COO is responsible for overseeing this process.
- H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement
The CFO and COO will be providing training and technical assistance.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Respondent:

Bee Busy Wellness Center, Inc.

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 436,449
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Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

Proposed Number of Clinical Clients to be Served:	2,129
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Legal name of

Form I: Work Plan

Respondent:

Bee Busy Wellness Center, Inc.

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.

Program Administration and Management:

- a. Identify the services respondent proposes to provide
The Center proposes to provide the following services: 1) diagnosis and treatment, 2) preventative health services, 3) family planning services, 4) emergency medical services, 5) health education and 6) laboratory and x-ray.
- b. Identify the Priority Population to be served
Women of childbearing age and beyond.
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.) and other infrastructure available to achieve service delivery and policy-making activities.

BBWC **workforce** includes a full-time CEO, COO, CMO, IT, and a Family Nurse Practitioner who serves as a Clinic Manager, which comprise senior management of the organization. The Center has 3.9 provider FTEs to include 1 CMO, 2 full-time midlevel's, one 0.4 FTE Obstetrician and .5 FTE Radiologist.

Support system: BBWC depends heavily on training provided by the National Association of Community Health Center (NACHC) and Texas Association of Community Health Center (TACHC). The management team attends National and state conferences and financial and management training that are held throughout the year. Staff at BBWC has attended TACHC leadership training and is part of the CFO and CEO training support team. The Center holds quarterly meetings for the entire staff of the clinic where all participate to optimize delivery of care. Weekly staff meeting ensures staff members and management are well informed.

Delivery Systems: BBWC continues to provide a wide range of services to unserved and underserved populations. **Services** are provided in **multiple** languages. **Other infrastructure available** to achieve service delivery: The Center participates in multiple collaborative activities delivering preventative and education services. The Center has the ability and capacity to provide primary health care, health emergencies, urgent care, case management, behavioral health, and OB/GYN services. BBWC has the necessary staff, equipment and facility space.

- d. Provide a copy of the IRB approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs – BBWC does not have an IRB and the Center does not conduct research for any of the HHSC funded programs.
- e. Provide an organizational chart- Organization chart attached
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians – Job descriptions attached

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- g. Describe how respondent will design, implement and monitor the HTW Program budget – BBWC financial staff will develop a line item budget detailing expenditures for the program. BBWC uses Quick Books and expenditures are tracked through cost centers. Easily documenting incurred costs and linking them to services.

Quality Assurance/Quality Improvement

- a. BBWC has implemented a process that requires multiple actions to monitor services offered. The process is discussed in detail. The process ensures accurate and through monitoring, resulting in exceptional services offered. The Center has designated staff that participates in the process, their responsibilities and the frequencies of activities.

- b. The following encompasses the process:**

- 1. Role of the QM Committee;

The Quality Assurance Committee reviews all facets of the program/facility to ensure that clients receive appropriate health and social services. The QA Committee determines policies and procedures specifically relating to client activities, medication policies, medical services, co-pay prices, monetary limitations per client and other matters relating to the delivery of services to clients.

- 2. Medical Director's involvement in the QM activities;

The Quality Committee's Membership includes CEO, CMO, Finance Director, COO, the Board Chair or designee, and a medical assistant. The CMO serves as the leader of the quality committee. Any findings or corrective actions are presented to the full body of the board of directors. The Board Committee members include representatives from the service area. The Quality Committee meets monthly and meetings findings are addressed as applicable during Board Meetings.

- 3. Activities utilized to identify areas needing improvement and the frequency of those activities;

The Center's full Quality Assurance Committee meets on a monthly basis. A Quality Committee has been established to address findings in monthly meetings, which are brought to the committee from contract personnel, record reviews, client feedback, and staff input. The identified barriers and proposed solutions are referred to as the action plan.

- 4. Activities to ensure correction and follow-up to findings identified;

The committee reconvenes within two weeks to evaluate the action plan and amend or complete the program.

- 5. Utilization and frequency of client satisfaction surveys;

The feedback card is placed into the hands of each patient at check out and placed into a box when they leave. The Center always maintains a locked box at each clinic where patients can submit patient satisfaction surveys. Feedback is solicited from

patients by front desk staff and especially through case managers and the survey forms.

6. System utilized to identify and monitor adverse outcomes;

Athena, the electronic health record, will also be working with the Center to improve the Center's risk management and performance improvement program so that the resources of the EHR are leveraged. This will include developing revised policies and procedures, which specifically incorporate the capabilities of the EHR and practice management system. All required clinical performance measures and appropriate clinical prompts are incorporated into the EHR system. Patients with adverse outcomes are flagged by the system and assigned to a case manager who collects information for the performance improvement committee. If the outcome rises to the level of a critical incident, reports are filed, an investigation is conducted, and the performance improvement committee reviews the information. Recommendations are then made regarding Center policies and procedures.

7. Process for identifying performance and outcome measures; and

The Center specifically tracks its chronic disease patient's outcomes and the development of goals and objectives for each patient as part of a disease management program. The Center expects these services to aid in the improvement of the overall health of the communities served. This is facilitated through the disease management module of the EHR, which as previously mentioned provides a patient registry, tracking of patient self-management goals, and prompts for additional services such as laboratory, podiatry, dental and mental health services.

Findings from clinical assessments, including the disease management program, are reviewed bi-weekly by the Quality Assurance Committee, which is comprised of the CEO, CFO, COO, CMO, a nurse, and a clerical representative. The Center's Quality Committee addresses issues in weekly staff meetings, which are brought to the committee from contract personnel, assessments, patient feedback, the diabetes tracking system, any critical incidents, and staff input.

8. Process utilized to develop protocols and Standing Delegation Orders.

Policies, Procedure, Protocols, and Standing Delegation Orders (SDO): The Quality Committee updates protocols, procedures and standing delegation orders on a yearly basis. Company policies are updated and documented throughout the year and collectively reviewed at the same annual meeting.

Billing/ Eligibility Monitoring is conducted monthly by the Billing Manager. A minimum of fifteen charts are reviewed and findings are documented. Deficiencies are reported at the Quality Assurance Committee meeting, where corrective actions are taken.

Professional Development

- a. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures

The Human Resource Manager is responsible for coordinating staff development activities. A job description is developed for each staff position. A list of training requirements is established. A timeline is established for staff to complete all required training. A review is conducted 30 days after the hire date to determine if all training has been completed or if an update is required. Once an assessment is made and findings noted the necessary action is taken to ensure all staff training is current. By providing staff with all necessary training and tools to enhance their skills and it raises the level of services provided. This is tied to the Quality Management Committee responsibilities. The QMC is responsible for on-going reviews to ensure availability and accessibility of services and quality and continuity of care. Having a highly qualified staff is a must to ensure we are providing the best services for our clients.

All staff must sign a written agreement annually regarding training requirements, ethical conduct, nondiscrimination, and privacy and security standards. All staff participate in HHPPA Training, Cultural Sensitivity Training, CPR, and Emergency Medical Action. In addition, BBWC staff is bilingual and provide services in the language of the clients' choice. BBWC has procedures safeguarding clients financial and private information. BBWC is very sensitive to the needs of our clients.

- b. Identify staff, including job titles, that will attend HHSC required trainings.

The Center's CEO Norman Mitchell, COO Ashley Turner, CMO Timberly Gilford, Clinic Manager JoAnne Smith, Front Office Manager/Billing Specialist DeAndrea Blackmon, Finance Director Delrita Woods and IT staff will all participate in HHSC required trainings.

Recruitment

- a. Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B

BBWC staff has extensive experience and expertise in outreach and education services. BBWC will implement its' marketing and education plan within 30 days of the award to education our service area residents regarding the HTW program. The marketing plan consists of public education to promote community awareness. Products will be developed as a result of the marketing plan. Those products include: brochures, flyers, fact sheets, and educational messages on social media.

The benefits derived from these products will include: making the community aware of services offered, encouraging health behaviors, linking with appropriate services and providing a health home for those in need.

The marketing/education tactics include:

- Canvassing neighborhoods and interacting with consumers
- Conducting networking activities (e.g., at centers, shelters, social service

- providers, coalition meetings, community-based organizations, churches, etc.)
- Placing messages on BBWC website and social media outlets
- Participating in interviews on community service programs in both English and Spanish

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at the respondent clinic(s) and which LARC methods will be provided by referral only

There are two types of LARCS 1) Intrauterine Devices (IUDs) and 2) Contraceptive implants. BBWW will offer both LARCS and IUDs onsite.

- b. Describe efforts respondent will use to education clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population

BBWC will develop a "fact sheet" on LARCs that are culturally sensitive to use as an educational tool. The fact sheet will inform consumers that LARCs are idea pregnancy prevention options form many young women. These methods are safe, effective, inexpensive and reversible, require little to no maintenance, and have much better compliance rates than other hormonal methods according to the American College of Obstetricians and Gynecologists revised practice guidelines of 2012, including implants and IUDs.

Clients will be educated on the LARCs when accessing services at the center and when conducting outreach activities.

- c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

The Human Resource Manager will research trainings, webinars and educational seminars that provide training on LARCs and ways of culturally imparting information to our target population. Once those trainings are identified (e.g., in-person, webinar, Power Point, seminars) and specifics appropriate staff will be scheduled to participate in as many as their schedule and resources will allow.

FORM I: WORK PLAN

Program Component A Program Administration and Management				
Goals: BBWC will meet proposed encounter number for each year of project				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Establish productivity expectations for providers in 120 days of notice of grant award, review/update annually, as appropriate	#1 Quality Management Committee meets to revise productivity expectations for providers by [date here]	#1 Meeting held productivity expectations revised	#1 Executive Management team and providers	
	#2 Review initial productivity levels by [date here] and develop plan to assist providers in achieving productivity goals, if not initially achieved.	#2 Meeting held, productivity levels reviewed and plan developed.	#2 Executive Management team	
	#3 Implement center-wide plan by [date here]	#3 Plan implemented center-wide	#3 Designated staff, CEO, Board of Directors	
	#4 Monitor productivity monthly and submit reports to providers, executive management team and Board	#4 Productivity monitored, reports submitted to appropriate parties	#4 Designated staff, CEO, QMC	

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement				
Goals: Staff & Board receive initial cultural diversity/sensitivity training in 30 days				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
#1 All staff and Board members trained on cultural diversity/sensitivity in 30 days of hire/appointment, and ongoing on an annual basis	#1 A cultural diversity/sensitivity training developed, approved by Board, and implemented as part of the training protocol for new employees and Board members in 120 days of notice of grant award	#1 Training program written; Board meeting record approval; training logs document staff and Board training provided	#1 Designated staff and CEO	
	#2 Staff and Board required to attend cultural diversity/sensitivity training within 30 days of hire or Board service and annually thereafter	#2 Staff and Board attend required training	#2 Designated staff and CEO	

FORM I: WORK PLAN

Program Component C Professional Development

Goals: Staff receive training on LARCs

Objectives	Activities	Measurement	Staff Responsible	Completion Date
#1 Appropriate staff receive training on LARCs within 30 days of hire (if trainings available)	#1 Appropriate staff identified for LARC trainings.	#1 Appropriate staff identified that will attend trainings	#1 Management staff	
	#2 LARC trainings identified.	#2 LARC trainings identified, reviewed and chosen	#2 Human Resource Manager or designated staff	
	#3 Staff scheduled for LARC trainings	#3 Staff scheduled for trainings	#3 Human Resource Manager or designated staff	
	#4 Staff attend LARC trainings	#4 Staff attended trainings	#4 Staff	

FORM I: WORK PLAN

Program Component D Recruitment

Goals: Staff is trained to be effective, rep. and knowledgeable about BBWC

Objectives	Activities	Measurement	Staff Responsible	Completion Date
#1 Develop Marketing and Outreach plan	#1 Develop Marketing & Outreach plan	#1 Marketing & Outreach plan developed	#1 Designated staff	
2# Develop marketing and outreach material	#2 Collateral material developed: brochures, flyers, fact sheet, messages on agency website and social media outlets	#2 Collateral material developed, approved and printed.	#2 Designated staff	
#3 Identify areas to market services	#3 Canvass service area and identify areas for marketing and outreach activities	#3 Areas identified	#2 Designated staff	
#4 Conduct marketing and education activities	#4 Marketing and education conducted in the identified areas	#4 Consumers in identified service areas receiving material and education	#4 Designated staff	

Program Component E
LARC Usage

Goals: Educate women on LARC

Objectives	Activities	Measurement	Staff Responsible	Completion Date
#1 Establish an internal procedure for reaching and educating women on LARCs	#1 Develop a comprehensive orientation packet on LARCs	#1 LARCs material developed, reviewed and approved	#1 Designated staff and Management team	
	#2 Provide LARCs material to women	#2 Women receive the information and act on it	#2 Designated staff	

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services proposed. The required assessment items must include:

1. A description of the community that will be served by the respondent's proposed support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how respondent's proposed support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name of
Respondent:

Bee Busy Wellness Center, Inc.

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source
Behavioral Risk Factor Surveillance System 2010	2010
American Community Survey 2011-13 Three Year Estimates	2011 - 2013
American Community Survey 2007-11 Three Year Estimates	2007 -2011
County Health Ratings 2012	2012

Part B

The service area of Bee Busy Wellness Center (BBWC) is the Southwest quadrant of Houston. BBWC proposes to provide outreach/recruitment activities in the following geographic areas; Southwest Houston, Missouri City/Stafford and Richmond. The area is roughly 15 square miles and is encompassed with a mosaic of cultures, bordered by Interstate-10 to the north, Highway 6 to the south, Highway 288 to the east and Highway 99 to the west.

The total service area population is 179,735. The low-income target population is 138,396, or 77% of the population. In the service area, 17% of the population is non-Hispanic White; 28% non-Hispanic Black/African-American; 45% Latino; and 9% Other. Therefore, minorities comprise the majority of the target population, and 10.3% of the target population speaks a language other than English at home and report speaking English less than "very well." The primary language spoken is Spanish (American Community Survey 2007-2011 Three Year Estimates). The Center provides services to 665 male clients and 1,067 female clients annually.

Texas has the highest rate of uninsured individuals in the nation at 22.5%, and the Houston metropolitan area has one of the highest rates of uninsured in Texas at 30% (American Community Survey 2011-2013 Three Year Estimates). The rate of poverty in the service area is 43.2%. It is not clear if the area motel residents were counted in the census survey since motels are not technically residences. However, 220 residences in the area were identified as not having complete plumbing and/or kitchen facilities, and 46% of all households spent 30% or more of their income on rent or mortgage payments (American Community Survey 2007-2011 Five Year Estimates). This data means that individuals do not have disposable income to pay for health care. They are often one paycheck away from being homeless. That stress, combined with the lack of access to health care, is often a devastating combination for the target population.

Health status (e.g., key morbidity/mortality statistics, chronic disease burden, insurance coverage status, healthcare infrastructure, rate of potentially preventable hospitalizations, etc.);

Diabetes: The age-adjusted diabetes prevalence rate in the target population is 8.1%, compared with the HRSA Severe Benchmark rate of 9.2% (Behavioral Risk Factor Surveillance System 2010).

Cardiovascular Disease: The proportion of adults reporting diagnosis of high blood pressure in the target population is 28.7%, compared with the HRSA Severe Benchmark rate of 31.4% (Behavioral Risk Factor Surveillance System 2011).

Sexually Transmitted Infections: The Chlamydia infection rate in Harris County is 1492 compared to the HRSA National Median Benchmark of 389.5 (County Health Rankings 2012). This high prevalence in the area demonstrates a lack of education on transmission as well as a need for increased services. Because untreated STIs are a contributing factor in pelvic inflammatory disease, routine screening in a medical home situation would help improve the long-term health status of individuals at risk.

Access to Care: The percent of adults (18+ years old) that could not see a dentist or dental clinic in the past year for any reason was 30.4% compared to the HRSA Severe Benchmark of 40.35% (County Health Rankings 2012). The high unemployment rate in Texas is contributing to the inability of individuals to pay for services, which is reducing their health care utilization, and letting chronic disease go unmanaged. Poorly managed chronic conditions then reduce the long-term health status of the target population. It is a vicious circle that can only be improved with an increase in affordable services.

Behavioral Health: According to the Community Health Status Indicators, 6.6% of adults suffer with at least one major depressive episode in the last year compared to HRSA Severe Benchmark of 7.3%. Mental health and substance abuse issues are one of the primary barriers to care in the target population, as evidenced by the suicide rates. Individuals with untreated mental health disorders have difficulty managing other chronic illnesses so integrated treatment in a medical home is crucial to improving their health status and reducing their long-term health care utilization rates. Individuals with substance abuse disorders suffer long-term physical effects from addictions that need to be prevented if appropriate substance abuse treatment services are available.

People Living with HIV/AIDS (PLWHA): Surveillance data indicate that as of December 31, 2012, there were 22,830 people living with HIV/AIDS in the Houston Metropolitan Area. Among these PLWHA, 74% were male and 26% were female. The majority of PLWHA were African American at 49%, while 23% were White, 25% were Hispanic, and all other races accounted for over 3%. The HIV prevalence rate among African Americans was over four times the rate among Whites and six times the rate among Hispanics. Fifty-six percent of PLWHA were adults aged 25-44 years, while 24% were aged 45-54 years and 10% were seniors aged 55+. Youth aged 13-24 years accounted for almost 9% of the PLWH population. Individuals reporting the exposure category of male-to-male sex (MSM) accounted for the largest proportion of PLWHA at 53%, while another 31% reported the exposure category of heterosexual contact. Approximately 10% of the cases were attributed to intravenous drug use (IDU). Another 5% had a combination of male-to-male sexual activity and intravenous drug use. In general, the 2012 demographic composition of PLWHA in the region remained similar to that of 2011 (2014 Houston Area HIV/AIDS Needs Assessment).

Medical services at the site include family medicine, internal medicine, pediatrics, gynecology, and obstetrics. The Center provides infectious disease screening and treatment including HIV and Hepatitis C on-site. A CLIA waived lab is available and reference laboratory services are available through. The Center also provides behavioral health and substance abuse services through an LPC.

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this RFP.

CLINIC SITE READINESS INFORMATION:	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if respondent operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name of
Respondent:

Bee Busy Wellness Center, Inc.

Clinic Site # 1 of 2

Appropriate signage to identify funded entity?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	x <input type="checkbox"/> Yes	<input type="checkbox"/> No

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this RFP.

Each clinic form must contain current and accurate information.

HEADER INFORMATION:	
Legal Name of Respondent	Respondent's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
CLINIC SITE INFORMATION:	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by respondent on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services. The TPI# for each clinic site must be unique.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
CLINIC HOURS AND SERVICES:	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of Respondent: BEE BUSY WELLNESS CENTER

Clinic Site # 1 **of** 2

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: BEE BUSY WELLNESS CENTER			
Street Address: 8785 WEST BELLFORT AVE		Suite :	
City: HOUSTON	County: HARRIS	Zip Code: 77031	HSR: 5S
Clinic APPOINTMENT Phone #: 713-771-2292			
Clinic PRIMARY Phone #: 713-771-2292		Fax: 713-771-2294	
Service Area (counties to be served): HARRIS COUNTY, FORT BEND COUNTY, BRAZORIA COUNTY			
Contact Person: JOANNE SMITH			
Pharmacy License #:		Class:	
TPI#: <u>2842197</u>		NPI#: 1669603056	
Submission date of Medicaid Application:			
Subcontractor Site:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Mobile Site:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:30					7:30
TUESDAY	8:30					7:30
WEDNESDAY	8:30					7:30
THURSDAY	8:30					7:30
FRIDAY	8:30					7:30
SATURDAY	8:30			2:30		
SUNDAY						
TOTAL HRS/MONTH					235.18	

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Respondent:

Bee Busy Wellness Center, Inc.

Clinic Site # 2 of 2

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

Clinic Name: Bee Busy Wellness Center			
Street Address: 9896 Bissonnet ST			Suite: 625
City: Houston	County: Harris	Zip Code: 77036	HSR: 5S
Clinic APPOINTMENT Phone #: 713-774-8800			
Clinic PRIMARY Phone #: 713-771-2292		Fax: 713-771-2294	
Service Area (counties to be served): Harris, Fort Bend, Waller			
Contact Person: Norman Mitchell			
Pharmacy License #: N/A		Class: N/A	
TPI#:		NPI#:	
Submission date of Medicaid Application: 3/14/2016			
Subcontractor Site:		Yes	X No
Mobile Site: <input type="checkbox"/>		Yes <input type="checkbox"/>	No <input type="checkbox"/>

CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY	8:30			3:30		
WEDNESDAY						
THURSDAY	8:30			3:30		
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH			60.62			

FORM L: STAFF DEVELOPMENT PLAN

Legal Business Name Bee Busy Wellness Center, Inc.
of Respondent: _____

All respondents must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

The Human Resource Manager is responsible for coordinating staff development. A job description is attached for review.

2. Identify specific training that will be used for eligibility and billing staff.

The following are required trainings for our eligibility and billing staff: Eligibility Training, CPT Code Training, HIPPA Training, Cultural Sensitivity Training, CPR Training, and Emergency Medical Action.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

A job description for each staff position has been developed and is used to determine the quality of work conducted by all staff. A listing of training requirements is established. A timeline is established for staff to complete all required training. A review is conducted 30 days after hire date to determine if all training has been completed or if an update is required. Once the assessment is made and findings noted the necessary action is taken to ensure all staff training is current. By providing staff with all the necessary training and tools it enhances their skills and raises the level of services provided. This is tied to the Quality Management Committee responsibilities. The QMC is responsible for on-going reviews to ensure availability and accessibility of services and quality and continuity of care. Having a highly qualified staff is a must to ensure we are providing the best services for our clients.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

All staff undergo an annual staff employee review with the Center's CEO. All staff members review the annual goals with their prospective supervisors on an on-going basis. The staff have the opportunity to review their performance during the calendar year during 90 day increments. The employees are reviewed based on performance, service delivery, knowledge and skill levels and patient interactions through patient surveys and manager meetings. Annually, the staff are reviewed by the Center's CEO to determine if raises are in order or if any misdirected promotions or terminations are due. Equally, the Center's CEO also has an annual review by the Health Center Board of Directors to evaluate his performance and the performance of the Center.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name
of Respondent:**

Bee Busy Wellness Center, Inc.

Respondent must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Respondent's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The respondent may use their own form but the information below must be included in respondent's form. Label Form L-1.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
7/31/16	LARC training	Merck	onsite	
10/15/16	LARC training	Merck	onsite	
7/31/16	HTW Program objectives	DSHS		Off site
12/31/16	HTW Program eligibility	DSHS		Off site
On-going	Effective Communication	BSP & Associates	onsite	
12/31/16	Women's Health Services	DSHS		Off site
12/31/16	Family Planning Services	DSHS		Off site
12/31/16	HTW Appl. Procedures	DSHS		Off site
11/30/16	Cultural Competency	BSP & Associates	onsite	
1/5/17	Staff Development	BSP & Associates	Onsite	
2/1/17	Child Abuse Reporting	Norman Mitchell	Onsite	

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name

of Respondent:

Bee Busy Wellness Center, Inc.

Respondent **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2 of the RFP.

The Community Education/Program Promotion Plan must:

1. Describe respondent's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the respondent to the community.

Respondent must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Respondent's calendar must include the following information: topics, presentation-dates, locations, and presenters. Respondent should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

Bee Busy Wellness Center's FY16-17 Program Promotion Plan

Describe your agency's current or proposed outreach and marketing strategy:

Client pool: Finally located in our new facility, Bee Busy is collaborating with the schools, merchants, community leaders and police and other social service organizations in the local area to perform the following activities: community outreach, community mapping, marketing and recruitment strategies. Our outreach and recruitment team has redesigned our materials to include eligibility criteria designed to provide increased access to primary and preventive medical, dental and behavioral health and family planning services: **Outreach:** Bee Busy recruits patients into the Healthy Texas Women's program from different sources; 1) Patients will be recruited from the partnering agency's current CTR client pool. The partnering agency currently services more than 4,000 clients per year in its CTR program; 2) Through street outreach, patients are recruited from beauty/barbershops, trade schools, parks and community centers located in apartment complexes, malls and grocery stores and local elementary, middle and high schools and colleges. **Community Mapping:** Bee Busy recruits beauty/barbershops, trade schools, parks and community centers located in apartment complexes, malls and grocery stores and local elementary, middle and high schools and colleges to gather community information and map the area to ensure maximum effort when conducting outreach and recruitment strategies. **Recruitment strategies:** Bee Busy has developed a relationship with a community development specialist and also hired two additional community health workers who provide recruitment activities in the area and in the surrounding service areas. The development specialist has developed partnerships with churches and has secured another location for the proposed FY16-17 activities. The church is home to more than 6,000 parishioners and conducts a monthly food pantry, attracting more than 5,000 additional persons to the church to receive the food.; and 2) Traditional and Social Media and Marketing – Bee Busy has already been featured on several local news and talk shows in the previous year, and intends to appear in more this year, in September, October and November as well as a segment in December for World AIDS Day, as well as appearing on the cover of two local

Bee Busy Wellness Center's FY16-17 Program Promotion Plan

magazines and in print in the local newspaper. The goal is to expand the media reach by increasing the visibility of the health center through activities that are news worthy, being invited as a result of the health center's activities to participate in televised events and providing much needed services to the community. Bee Busy Wellness Center will conduct various community activities such as food drives, turkey or holiday giveaways, clothing drives and other activities designed to increase visibility in the service area. The health center will continue its Social Marketing Campaign to promote the Healthy Texas Women's program to recruit patients. We will utilize our social media presence on FaceBook, Twitter, Instagram, Word Press and Pinterest to educate the community about our various programs and services and to recruit patients. We have developed several 30-Second PSAs that air on the BET, Lifetime and other channels on the Comcast Xfinity Network in Houston. The outreach team distributes business card-sized flyers and promotional items, such as pens, tote bags, t-shirts, etc. at each health fair attended as well as other promotional events. This is designed to promote, market and recruit participants into the Healthy Texas Women's program thus maintaining organizational sustainability.

Patient eligibility criteria: To be eligible for the Healthy Texas Women's program, patients must be women, Texas residents, have no insurance or be under-insured, over the age of 18 years and they must not be at more than 200% of the federal poverty level.

Program Activities:

Bee Busy participates in health fairs, church events (food pantry's), community centers, schools, other non-profits, and hosts community health fairs. Bee Busy conducts Outreach and Enrollment activities with the Houston collaborative including Gateway to Care, Houston Health Department and Enroll Houston, which allows the team to enroll members of the community in insurance via the health insurance marketplace. One of our community partners is the SIRR (Serving the

Bee Busy Wellness Center's FY16-17 Program Promotion Plan

Incarcerated and Recently Released) committee. As a member of this committee, Bee Busy provides educational services to inmates and their families and health screenings in the jails, probation and parole offices. Bee Busy provides services in Homeless Shelters in and around the Houston area. Another partner is the Houston Health Department Community Reentry Network Program, designed to phase recently released individuals back into society. This program uses the health center as a means of offering behavioral health services to the program participants.

Proposed Plan of Events:

DATE	LOCATION	PROGRAM	EXPECTED NUMBER OF ATTENDEES	EXPECTED OUTCOME
07/09/2016	Riceville Baptist Church family Day	Healthy Texas Women	1,000	Provide information, set appointments
09/12/2016	KMJQ Radio	Healthy Texas Women	2,500	Provide information about health center programs and services
09/16/2016	TSU Health Fair	Healthy Texas Women	2500	Provide information , screenings and appointments
09/19/2016	KRIV FOX 26 Morning News	Healthy Texas Women	12,000	Provide information about the health center programs and services
09/24/2016	D-MARS Health and Wellness Magazine	Healthy Texas Women	2,500	Provide information about the health center programs and services
10/10/2016	Mu'mineen Refugee Health Fair	Healthy Texas Women	9000	Provide information, set appointments
10/24/2016	New Life SDA Health Fair	Healthy Texas Women	800	Provide information Screenings
10/31/2016	Bee Busy Wellness Center Fall Festival	Healthy Texas Women	250	Provide information, screenings and intake
11/4/2016	Houston Community College Health	Healthy Texas Women	1000	Provide information, set appointments

Bee Busy Wellness Center's FY16-17 Program Promotion Plan

	fair			
11/09/2016	COMCAST Newsmakers	Healthy Texas Women	2000	Provide information about health center programs and services
11/14/2016	Gospel Jazz Brunch	Healthy Texas Women	300	Provide information
11/21/2016	BBWC Turkey on Every Table	Healthy Texas Women	250 Families	Enrollment, screenings
12/18/16	Bee Busy Wellness Center Holiday Toy Drive	Healthy Texas Women	120 Families (370 ppl)	Provide information about program services and enroll participants in programs
1/07/2017	Bee Busy Wellness Center CAB	Healthy Texas Women	200 patient and supporters	Information and resources
2/04/2017	BBWC Mammogram	Healthy Texas Women	250	Information, resources and enrollment
3/09/2017	Bee Busy Wellness Center Men's Day	Healthy Texas Women	500 families	Information, enrollment
3/17/2017	KRIV FOX 26 Morning News	Healthy Texas Women	10000	Provide information about health center programs and services
4/20/17	Bee Busy Wellness Center Bike Ride for Men's Health	Healthy Texas Women	1000	Information, Intake, screenings
5/2017	Bee Busy Wellness Center School Physicals	Healthy Texas Women	500 Families	Information, Screenings, Enrollment
7/23/2017	Rev It Up Health Fair BBWC	Healthy Texas Women	5000	Information on services, enrollment, screenings
8/7-8/13/16	National Health Center Week	Healthy Texas Women	1500 Families	Information on services, enrollment, screenings
8/13/2016	BBWC Hygiene for Hope Back to School Drive	Healthy Texas Women	500 Families	Information on services, enrollment
8/26/2016	Bee Busy Wellness Center Mammogram	Healthy Texas Women	40 Families	Information on services and enrollment
8/29/2016	Bee Busy Wellness Center Fall Festival	Healthy Texas Women	250 Families	Information on services, resources,

Bee Busy Wellness Center's FY16-17 Program Promotion Plan

				enrollment
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APPENDICIES



State of Texas
Health & Human Services Commission

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature

NORMAN MITCHELL

Printed Name

CHIEF EXECUTIVE OFFICER

Title

3/15/16

Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No


5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor BEE BUSY WELLNESS CENTER	Vendor ID No. or Social Security No. 12706530149000	HHSC Contract No. (if applicable)
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 Signature of Authorized Representative	3/16/2016 Date	Printed/Typed Name and Title of Authorized Representative NORMAN MITCHELL, CEO
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CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - o the intention to submit a proposal;
 - o the methods or factors used to calculate the prices proposed; or
 - o the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - o the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - o HHSC's procurement rules, procedures, and processes;
 - o HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - o HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - o the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

HHSC RFP No.: 529-16-0094 Respondent Name: BEE BUSY WELLNESS CENTER

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.



Signature

NORMAN MITCHELL

Printed Name

CHIEF EXECUTIVE OFFICER

Title

3/16/2016

Date

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION


This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor BEE BUSY WELLNESS CENTER	Vendor ID No. or Social Security No. 12706530149000	HHSC Contract No. (if applicable)
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Name of Authorized Representative (type or print) NORMAN MITCHELL	Title CEO	<div style="text-align: center;"> Signature--Authorize Representative</div> <div style="text-align: right;">3/16/2016 Date</div>
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TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



Authorized signature

BEE BUSY WELLNESS CENTER

Name of Contractor/Vendor

3/16/2016

Date

NORMAN MITCHELL

Printed Name of Individual

CHIEF EXECUTIVE OFFICER

Title of Individual

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION
ANTI-TRUST CERTIFICATION FORM**

INSTRUCTIONS

PURPOSE:

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

PROCEDURES:

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: BEE BUSY WELLNESS CENTER
2. Doing Business As: _____
3. Physical Address: 8785 WEST BELLFORT AVE HOUSTON, TX 77031
4. Mailing Address: SAME AS ABOVE
5. Taxpayer Identification Number: 27-0653014
6. Legal Status (check one):
☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one):
☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: TEXAS
9. Name of Parent Entity, If Applicable: _____
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|--|---|
| 1. Person Who Will Sign the Contract:
Name: <u>NORMAN MITCHELL</u>
Title: <u>CEO</u>
Mailing Address: <u>8785 WEST BELLFORT AVE</u>
<u>HOUSTON, TX 77031</u>
Telephone: <u>713-771-2292</u>
Fax: <u>713-771-2294</u>
E-mail: <u>N.MITCHELL@MYBBWC.ORG</u> | 2. Primary Contact for Proposal Questions:
Name: <u>NORMAN MITCHELL</u>
Title: <u>CEO</u>
Mailing Address: <u>8785 WEST BELLFORT AVE</u>
<u>HOUSTON, TX 77031</u>
Telephone: <u>713-771-2292</u>
Fax: <u>713-771-2294</u>
E-mail: <u>N.MITCHELL@MYBBWC.ORG</u> |
|--|---|

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: _____
2. Doing Business As: _____
3. Physical Address: _____

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: BEE BUSY WELLNESS CENTER

4. Mailing Address: _____

5. Taxpayer Identification Number: _____

6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity

7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____

8. State of Incorporation, If Applicable: _____

9. Name of Parent Entity, If Applicable: _____

10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: N/A

2. Job title at termination of state employment: _____

3. Date of termination of state employment: _____

4. Annual rate of compensation at termination: _____

5. Description of job responsibilities while state employee: _____

6. If the former state employee worked on matters relating to the RFP, describe those matters: _____

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Effective: August, 2004
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094
Respondent's Name: BEE BUSY WELLNESS CENTER

Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: BEE BUSY WELLNESS CENTER

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

N/A

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A

2. PIA Exception*: _____

3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- ☒ Section 1 - Respondent and Requisition Information
- ☒ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☒ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☒ Section 2 c. - Yes
- ☒ Section 4 - Affirmation
- ☒ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☒ Section 1 - Respondent and Requisition Information
- ☒ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☒ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☒ Section 2 c. - No
- ☒ Section 2 d. - Yes
- ☒ Section 4 - Affirmation
- ☒ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 05/15

Enter your company's name here: Bee Busy Wellness Center

Requisition #: _____

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: Consulting, Compliance and Infrastructure Building

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☒ - Yes (If Yes, continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.spa.state.tx.us/lpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the **three (3)** Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
BSP & Associates	1260045835500	3/18/26	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in **Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List **two (2)** trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Bee Busy Wellness Center shall contract the consultant services out to BSP&Associates. The contract shall include various developmental and compliance areas. The Center does not have a continuous contract with this contractor nor does the Center have in place a contract with this contractor for more than 5 years.

SECTION I RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: BSP & Associates State of Texas VID #: 1260045835500
Point of Contact: Brenda Smith Phone #: 281-770-5794
E-mail Address: drbsmith.bs@gmail.com Fax #: 281-770-5794
- b. Is your company a State of Texas certified HUB? ☒ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: Bee Busy Wellness Center Requisition #: _____**SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Compliance and Org Development	11.5 %	0 %	30 %
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		11.5 %	0 %	30 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☒ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☒ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Bee Busy Wellness Center

Requisition #: _____

SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Bee Busy Wellness Center Requisition #: _____

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

The company will not perform all the services in the contract with its own employees, supplies, materials and/or equipment. The company will contract with non-HUB contractors to fulfill the commitments not readily performed by employees.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Norman Mitchell

Printed Name

CEO

Title

3/18/16

Date

(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

ATTACHMENTS

Bee Busy Wellness Center-Job Description -

Date: 11/14/2014

Approved by: Robin Hines

Board of Director

Job Description: Chief Executive Officer

Responsible To: Board

Position Summary: Under the direction of the board, plans, directs, and coordinates the operations of Bee Busy Wellness Center.

Qualifications:

Minimum of 5 years of senior management level experience in health care. Graduation from an accredited college or university with a at least a BS/BA degree in business/public administration or . a Masters degree is preferred but not required if experience is mensurate with responsibilities of this position

Specific Responsibilities

demonstrate leadership in management, operations, fiscal affairs, strategic planning, and the policy formulation process either directly or through delegation to others. The CEO/Executive Director responsibilities shall include but not be limited to:

- Evaluate the effectiveness of Bee Busy and implement necessary changes in administrative organization and staffing.
- Recruit, develop, and retain qualified staff needed to carry out the mission of BBWC.
- Continually analyze current staffing, financing, operations, policies, systems and procedures, and develop and implement necessary changes that maximize BBWC operational excellence and efficiency.
- Develop and oversee infrastructure that optimizes all elements of BBWC Administration
- Maintain appropriate and ongoing audit functions to ensure that BBWC adheres to generally accepted accounting principles and all relevant regulations and requirements
- Maintain systems, policies, processes and training that support BBWC Administration compliance with all relevant federal and state requirements.
- Oversee contracting for management, administrative, consulting and legal services.
- Oversee preparation of BBWC Administrative budgets.
- Interface with government and non-government regulatory and accrediting agencies and provide effective advocacy on behalf of BBWC.
- Develop/implement strategic objectives and tactical plans that maintain BBWC's competitive position in the health care market.
- Maintain close liaison with the BBWC Board of Directors
- Participate in meetings of the BBWC Board of Directors,
- Communicate effectively with medical, professional, administrative, and other personnel, to effectively present information both orally and in written form.

Bee Busy Wellness Center – Job descriptions

Date: 11/14/2014

Approved by: Robin Hines
Board of Director

Job Title: Chief Medical Officer

Responsible To: Chief Executive Officer

Position Summary: Serves as Chief Medical Officer, Collaborating Physician and Clinical Advisor.

Licensure and Credentials:

1. Unrestricted license to practice medicine in the State of Texas (Not applicable to commissioned NHSC PHS officers).
2. Current CPR (BLS) certification. ACLS certification preferred.
3. Texas DPS and DEA registrations.
4. Medicare and Medicaid provider numbers.

Significant Duties and Functions

Provides a wide variety of clinical services including planning, directing and coordinating the clinical aspect of the center on the day-to-day basis:

1. Collaborating physician providing clinical audits and supervision of all mid-levels and providers
 - Ensures that mid-level providers performs procedures/tasks and prescribes within constraints applicable to federal, state and local guidelines
 - Reviews and co-signs chart documentation of patients seen by mid-level providers within time frame dictated by current state regulations.
 - Be available for consultation either by physical presence or electronic communications for conditions defined as requiring consultation
 - Evaluation and documentation of mid-level providers' performance.
 - Participates in peer reviews
2. Assists in the development of the Center's health care plan based on community health needs, epidemiology of the community, and health behavior of the community;
3. Recommends clinical objectives and participates in the designation of priority objectives for the health center with reference to implementation of the health care plan.
4. Ensures compliance with all state, federal and regulatory standards.
5. Assists in developing the organizational plan for health service operations and provide for efficient use of personnel in the applications of multiple health skills (disciplines) to community and individual health problems.
6. Participates in community organization activities designed to modify community health behavior, epidemiology and/or needs.
7. Participates in the development of clinical activities including staffing and support plan and equipment needs projection;
8. Participates in the recruitment, hiring and training of medical staff
9. Participates in the development, update and annual review of protocols and standing orders for providers and nurses.
10. Input/recommendation on the selection of medical equipment and information management system.
11. Participates in the periodic review of practice management function, e.g., patient flow, out-reach services, follow-up missed appointments, referral tracking.
12. Participates in regular meetings with clinical staff.
13. Participates in continuing education, in-service training, and orientation of health service staff;

Bee Busy Wellness Center – Job descriptions

14. Advocates for the health center and serves as liaison to (including active membership in) local and state professional societies, as well as to health officials, organizations, and health training institutions, as appropriate.
15. Leads Quality Improvement/Risk Management and Health Care Review (for credentialing matters) Committees.
16. Follow infection disease control Policies and Procedures
17. Maintains client confidentiality and adherence to HIPAA requirements at all times
18. All other duties as required

Bee Busy Wellness Center – Job descriptions

Date: 11/14/2014

Approved by: Robin Hines
Board of Director

Job Title: Clinical Manager
Responsible To: Chief Medical Officer
Position Summary: Serves as clinical manager

Significant Duties and Functions

Provides a wide variety of clinical services including planning, directing and coordinating the clinical aspect of the center on the day-to-day basis:

1. Works with the collaborating physician to:
 - Ensure that mid-level providers performs procedures/tasks and prescribes within constraints applicable to federal, state and local guidelines
 - Reviews chart documentation of patients seen by mid-level providers within time frame dictated by current state regulations.
 - Assists in the evaluation and documentation of mid-level providers' performance.
 - Participates in peer reviews
2. Assists in the development of the Center's health care plan based on community health needs, epidemiology of the community, and health behavior of the community;
3. Recommends clinical objectives and participates in the designation of priority objectives for the health center with reference to implementation of the health care plan.
4. Ensures compliance with all state, federal and regulatory standards.
5. Assists in developing the organizational plan for health service operations and provide for efficient use of personnel in the applications of multiple health skills (disciplines) to community and individual health problems.
6. Participates in community organization activities designed to modify community health behavior, epidemiology and/or needs.
7. Participates in the development of clinical activities including staffing and support plan and equipment needs projection;
8. Participates in the recruitment, hiring and training of medical staff
9. Participates in the development, update and annual review of protocols and standing orders for providers and nurses.
10. Input/recommendation on the selection of medical equipment and information management system.
11. Participates in the periodic review of practice management function, e.g., patient flow, out-reach services, follow-up missed appointments, referral tracking.
12. Participates in regular meetings with clinical staff.
13. Participates in continuing education, in-service training, and orientation of health service staff;
14. Advocates for the health center and serves as liaison to (including active membership in) local and state professional societies, as well as to health officials, organizations, and health training institutions, as appropriate.
15. Serves as Co-Lead of the Quality Improvement/Risk Management and Health Care Review (for credentialing matters) Committees.
16. Follows infection disease control Policies and Procedures
17. Maintains client confidentiality and adherence to HIPAA requirements at all times
18. Writes, coordinates and presents evaluations of drugs and drug classes for P and T evaluation.
19. Provides clinical support for updating the formulary's clinical guideline sections. Creates formulary groupings and new charts and graphs for the clinical and drug listing sections.
20. Performs literature searches and analyzes data to answer questions that arise surrounding drug therapy.
21. Provides clinical information to support contracting strategies.

Bee Busy Wellness Center – Job descriptions

22. Provides clinical material for client newsletter, including formulary notification items, customizing it for the client for purposes of communicating clinical trends in pharmacy and conveying pertinent drug information as it relates to the formulary.
23. Presents and coordinates educational programs for the Client Directors, Clients, and Pharmacy and Therapeutics Committees.
24. This position supervises all employees of the clinical department, with the exception of the medical director and contracting OB/GYN.
25. This job operates in a professional office environment. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.
26. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. This position may require standing and walking for long shifts.
27. This position regularly requires longer hours and frequent weekend work. Shifts may last 12 hours.

Bee Busy Wellness Center -Job Description

Job Description: Mid-Level Provider
Responsible To: CMO

Position Summary: Operating in concert with and under the direction of a licensed physician, the mid level provider performs a broad range of medical services, including, but not limited to the following: physical examinations and preventive health measures within prescribed guidelines and instructions of physician. Written and Progress, History and Physical, discharge notes, and medical orders will be reviewed and signed as directed in The Center's Bylaws.

Licensure and Credentials:

1. Current unrestricted RN licensure and current unrestricted Nurse Practitioner Certification in the State of Texas required.
2. Certification in Basic Cardiac Life Support (BCLS) required.
3. A furnishing number is issued by the Board of Registered Nursing (BRN) and is required to furnish medications. A Nurse Practitioner with six months or more experience shall have a current furnishing number prior to hire.
4. Current DEA number from the United States Drug Enforcement Administration for schedule II-V controlled substances. A Nurse Practitioner with six months or more experience shall have a DEA number within six months of hire date.
5. Texas DPS and DEA registrations.
6. Medicare and Medicaid provider numbers.

Significant Duties and Functions

- Evaluates and treats patients with acute and chronic complaints related to specialty, according to written standardized procedures.
- Obtains complete histories and performs pertinent physical exams with assessment of normal and abnormal findings on new patients according to written standardized procedures.
- Obtains interval histories and performs pertinent examinations on return patients.
- Performs or requests and evaluates diagnostic studies as indicated upon evaluation of the patient according to written standardized procedures.
- Orders and furnishes medications according to written standardized procedures and acquires counter-signature on prescriptions from the supervising physician for medications not included in the approved formulary.
- Performs designated procedures after demonstrated competency and according to written standardized procedures, where applicable.
- Initiates arrangements for hospital admissions and discharges and completes appropriate paperwork.
- As directed by the CMO, enrolls patients in investigational studies approved by the Investigational Review Board (IRB), and orders the necessary tests and medications. Medications that are not FDA-approved or are used for a non-FDA approved indication (off-label use) require a patient-specific order in advance from the CMO.
- Recognizes and considers age-specific needs of patients.
- Actively communicates and interacts with patients, families, staff and members of the community from diverse backgrounds.
- Recognizes situations which require the immediate attention of a physician, and initiates life-saving procedures when necessary.

Bee Busy Wellness Center -Job Description

- Participate in team meetings
- Attend mandated trainings and conferences
- Follow infection disease control Policies and Procedures
- Maintains client confidentiality and adherence to HIPAA requirements at all times
- All other duties as required

Employee Signature: _____

Date: _____

HR Signature: _____

Date: _____

Bee Busy Wellness Center-Job Description -

Date: 1/11/2014

Approved by: Robin Hines
Board of Directors

Job Description: Chief of Operations

Responsible To: Chief Executive Officer

Position Summary: Under the direction of the CEO, plans, directs, and coordinates the operations of the Health Center to ensure compliance with all FQHC, BPHC, HRSA, DSHS, and other federal, state and local statutes and requirements. Directly supervises all non-medical staff.

Qualifications:

- Bachelor's Degree from a four-year university or equivalent in business or health care administration is required.
- Additional education is preferred.
- 5+ years experience in management is required.
- Excellent oral, written and computer skills are required.

Significant Duties and Functions

1. Manages daily non-medical clinic operations;
2. Works with the Clinical team (CMO, MD, CFO, HR Director, Pharmacy Director and Dental Officer) to identify, analyze, and resolve work problems.
3. Assists in formulating policies while managing daily operations.
4. Assists the clinical team (medical and non-medical) in ensuring that all staff are adhering to the strict requirements of BPHC, FQHC and other federal, state and local statutes and laws, to maintain the high quality, comprehensive care at the Health Center.
5. Conducts community awareness campaigns and develops community partnerships.
6. Provides grants management, reporting and compliance.
7. Plans and oversees the use of materials/supplies.
8. Assists in the selection, training, motivation and evaluation of staff and recommends discipline and termination procedures.
9. Coordinates non-medical staff development.
10. Works collaboratively with the CMO, Medical Director, CFO, HR Director, Dental Officer and Pharmacy Director to ensure compliance of all performance requirements.
11. Ensures the CEO is kept fully aware of all matters and issues arising at the Health Center on a daily basis.
12. Assigns tasks, projects, and monitors assigned personnel.
13. Works with management team and staff to ensure quality service.
14. Ensures that adequate number of competent staff is appropriate to meet the patient needs.
15. Involved in planning, implementing and evaluating services.

Bee Busy Wellness Center-Job Description -

16. Analyzes and recommends changes in organizational systems, policies and procedures to ensure patient satisfaction, clinic flow and maximum productivity.
17. Serves as primary point of contact for patient satisfaction issues; works to resolve patient/staff issues.
18. Coordinates contracts for all providers. Processes time sheets and check requests for locums.
19. Participates in Quality Assurance/Performance Improvement Programs.
20. Ensures that the clinic is in compliance with federal and state regulations
21. Conducts non-medical staff meetings.
22. Participates in professional development activities to keep current with trends and practices in health care management.
23. Maintains strict confidentiality of patient information.
24. Other duties as assigned.

Bee Busy Wellness Center-Job Description -

Date: 11/14/2014

Approved by: Robin Hines
Board of Director

Job Description: Finance Director

Responsible To: Chief Executive Officer

Position Summary: The FINANCE DIRECTOR provides both operational and programmatic support to the organization. The FINANCE DIRECTOR manages budgets, financial reporting, forecasting and accounting, oversees grant spending, billing services and the allocation of funding for the agency.

Education/Experience.

- Completion of a bachelor's or master's degree at an accredited college or university.
- Five to seven years of financial and management experience with the day-to-day financial operations of a non-profit organization.
- Not-for-profit accounting in accordance with U.S. Generally Accepted Accounting Principles, OMB Circulars A-133, A-110 and A-122, TANF program regulations and compliance requirements, and appropriate Code of Federal Regulations sections.
- Certified Public Accountant (CPA) preferred.
- Must have knowledge of FQHC and UDS (Unified Data Systems) reporting.

Duties and Responsibilities.

- Oversees all financial operations and directs corporate financial planning and structure
- Coordinates, analyzes and reports the financial performance to Management and Board of Directors (financial performance, projections and other special projects as required)
- Provides monthly reconciliation of bank accounts, all financial reports, filing and printing of W2's, 1099's and year-end taxes, audit financial spending and receipts.
- Prepares short and long-term financial forecasts of financial performance for use with internal management and external parties
- Develops Internal Controls policies and procedures
- Develops and implements cash receipts policies and procedures
- Oversees audit and tax functions, coordinates activities with outside audit firms and reviews firms performance
- Develops, implements and maintains accounting and administrative policies and procedures for a wide-ranging set of activities including financial accounting and reporting, employee relations and other corporate policies.
- Proficiency in all aspects of corporate accounting and all pertinent GAAP
- Responsible for all human resource activities including employee benefits, retirement plans, corporate insurance and related activities.
- Attend monthly board meetings.
- Participate in mandated trainings and conferences.
- Additional duties as assigned.

Bee Busy Wellness Center Job Description

Date: _____

Approved by: _____

Chief Executive Officer

Job Description: Eligibility Specialist

Responsible To: Finance Director

Position Summary: Assist individuals enrolling in Marketplace/ACA health plans, and assist eligible individuals to enroll in Medicaid, CHIP, Medicare or other qualified programs.

Qualifications:

- High School Diploma or G.E.D.
- 2 plus years' experience in insurance health plans helpful
- Basic computer skills, including MS Word, Excel, Outlook
- Excellent communication (verbal and written) and customer service skills
- Bilingual (English/Spanish), preferred
- Detail-oriented; ability to organize and multi-task
- Ability to make decisions based on eligibility program design as appropriate.
- Basic office equipment experience such as: computer, printer, copier, telephone/fax

Significant Duties and Functions

- Provide information about insurance affordability programs and coverage options.
- Educate consumers about insurance including deductibles, co-insurance, and premiums.
- Interview benefit recipients at specified intervals to certify their eligibility for continuing benefits.
- Interpret and explain information such as eligibility requirements, application details, and legal rights
- Initiate procedures to grant, modify, deny assistance, or refer applicants to other agencies.
- Compile records, and evaluate personal and financial data.
- Keep records of assigned cases and prepare reports.
- Prepare applications and forms for applicants.
- Work with various city, state, and federal agencies to assist patients with enrollment in various programs.
- Help with outreach and enrollment fairs as scheduled

Bee Busy Wellness Center – Job description

Date: _____

Approved by: _____
Chief Executive Officer

Job Title: Procurement Specialist

Responsible To: Finance Director

Position Summary: Under the direction of the Finance Director, duties include, data entry of all patient demographic, guarantor and insurance information, posting procedures and insurance/patient payments, balance to daily deposits, consistently follow up on unpaid claims utilizing monthly aging reports, filing appeals when appropriate and establish and maintain strong relationships with providers, clients, patients and fellow staff.

Education/Experience:

Associates or Bachelor's degree or certification in Medical Billing and Coding.

KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Computer experience is essential, including, but not limited to: practice management software, word processing and spreadsheet applications, with a minimum of 40 wpm typing speed and 10-key by touch. Knowledge of medical terminology, attentive to detail, have clerical skills, organizational skills, ability to maintain confidentiality, good telephone etiquette, able to file and keep records and able to use a computer goal-oriented, revenue-driven, highly accurate and motivated Biller

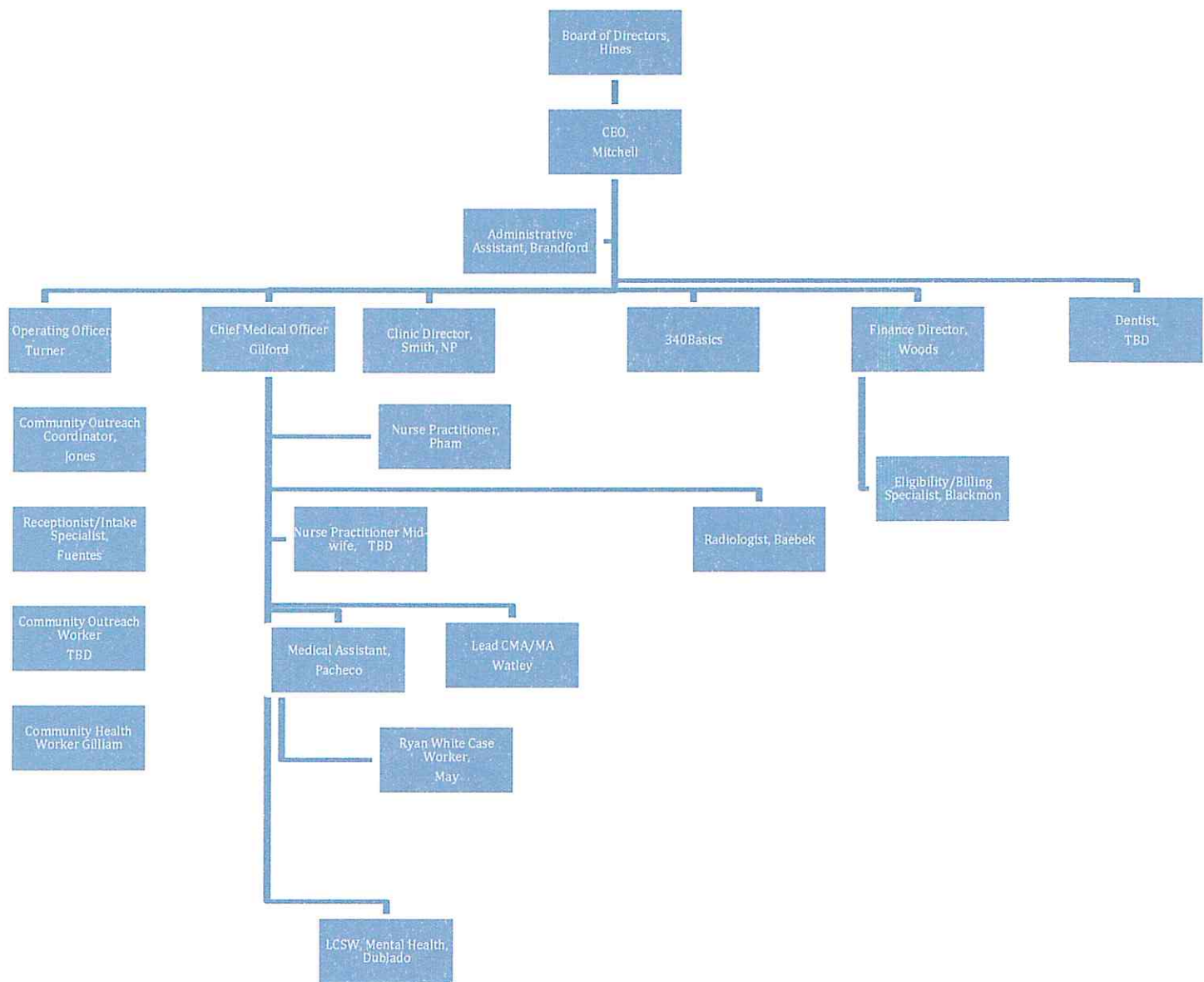
- Experience in CPT and ICD-9 and 10 coding; familiarity with medical terminology.
- Excellent customer service skills.
- Strong written and verbal communication skills.
- Ability to manage relationships with various Insurance payers.
- Experience in filing claim appeals with insurance companies to ensure maximum entitled reimbursement.
- Neat appearance; pleasant speaking voice and demeanor; positive attitude.
- Responsible use of confidential information.
- Perform to company standards of compliance with policies and procedures.
- Ability to multi-task and work courteously and respectfully with fellow employees, clients and patients.

Significant Duties and Functions:

- Ensure all claims are submitted with a goal of zero errors.
- Verifies completeness and accuracy of all paper claims prior to submission.
- Accurately Post all insurance payments by line item.
- Timely follow up on insurance claim denials, exceptions or exclusions.
- Meet deadlines.
- Prepare and process refunds with necessary documentation and submit to Account Manager for approval.
- Utilize monthly aging accounts receivable reports to follow up on unpaid claims aged over 30 days.

Bee Busy Wellness Center – Job description

- Make necessary arrangements for medical records requests, completion of additional information requests, etc. as requested by insurance companies.
- Respond to inquiries from insurance companies, patients and providers.
- Regularly meet with Account Manager to discuss and resolve reimbursement issues or billing obstacles.
- Regularly attend monthly staff meetings and continuing educational sessions as requested.
- Perform additional duties as requested by Supervisory or Management team.



Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
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Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Attachment F – HHSC Special Conditions Version 1.0



**Health and Human Services Commission
Special Conditions
Version 1.0**

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.
- (1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
 - (2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
 - (3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
 - (4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
 - (5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
 - (6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
 - (7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 529-16-0132-00015 in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____